



AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
January 10, 2017
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 in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, 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 -57981** Discussion on Hidalgo County Drainage District No. 1 projects, maintenance and operations:
A.) Projects designed by HCDD1 Engineers
B.) Projects built by HCDD1 Maint. & Operations
6. **AI -57998** Approval of Elected Official Bond - Pablo (Paul) Villarreal, Jr. - Tax Assessor/Collector
7. **AI -58000** A.) Requesting approval of final negotiated Agreement for Professional Engineering Services with Halff Associates, Inc., as it relates to New Administration Facility & Site Improvements Project (Contract # C-HCDD1-17-002-01-10). Approved for negotiations by the HCDD1 Board of Directors on June 20, 2016.
B.) Pursuant to the Boards Approval of Professional Agreement with Halff Associates, Inc, requesting approval of Work Authorization No. 1 in the amount of \$96,000.00, Engineering Services for New Administration Facility & Site Improvements Project (Contract # C-HCDD1-17-002-01-10 WA-1).
8. **AI -57839** Action to cancel the procurement project authorized on 11-01-16 [Reg. AI#57130] for the publication of an RFP/Q: Legal Counsel in connection with all remedies available to HCDD#1 and the agreement with Integ Corporation as outlined/contained in final report from The Lee Law Firm.
9. **AI -57854** Requesting approval of final negotiated Professional Services Agreement with Millennium Engineers Group, Inc., as it relates to Material Testing Services for Flood Pump Drainage Improvements Projects at Mercedes Lateral, East Donna Drain, South Mercedes Drain and Weslaco Drain. Approved for negotiations by HCDD1 Board of Directors on November 22, 2016 (Contract # C-HCDD1-17-001-01-10).
10. **AI -57942** Ratification of the fully executed Change Orders No. 1, in connection with contract No. C-HCDD1-16-045-09-27 -Hidalgo County Drainage District No. 1 "Kenyon Road & Mile 17 Area Drainage Improvements Project" as recommended and approved by Mr. Raul Sesin, P.E. subject to compliance with HB1295.

- 11. **AI -57958** Requesting approval of yearly renewal for maintenance, updates and support service with Environmental Systems Research Institute, Inc. (ESRI) as it relates to ARCGIS Software in the amount \$9,200.00.
- 12. **AI -57977** Requesting approval of closing documents for the following parcels and authority for Chairman of the Board to sign as it relates to Hidalgo County Regional Mobility Authority State Highway 365 Project:
 - A.) Parcel 80B
 - B.) Parcel 110
 - C.) Parcel 112A
 - D.) Parcel 113A
- 13. **AI -57960** A.) Requesting approval of closing documents for Parcel 23 as it relates to Pct. 2 Fee Simple Project and authority for the Chairman of the Board to execute documents.

B.) Pursuant to the Boards approval of Agenda Item No. 57960 (A), requesting approval to issue manual payment in the amount of \$12,414.63 to Sierra Title of Hidalgo County, Inc. Order File No. 0003162524 Parcel 23.
- 14. **AI -57959** Requesting acceptance and approval of Donation Deed from San Mateo Investments, LLC.
- 15. **AI -57985** Requesting approval to accept TML Check No. 5337963 in the amount of \$5,536.98 as it relates to Claim No. AU48759.
- 16. **AI -58006** Request approval of a claim # SWBT-08-201606-05-0142 to ATT in the amount of \$2,372.00. Damage to lines were caused by the District's maintenance workers at the La Quinta Dr at Ramada St., Pharr, Texas
- 17. **AI -57950** A. Discussion and approval of all personnel action approved after September 27, 2016 (2017 Budget Adoption date) for the District Maintenance and Operation and Administration as previously approved on November 15, and December 06, of 2016.

Action	Dept	Slot Number	Approved Position Title	Approved Budgeted Salary	Proposed Budgeted Salary
Create	Adm-003	18	IT Technician V	50,744.00	50,744.00
Create	M&O-006	142	Engineer Tech IV	45,923.00	45,923.00
Create	M&O-006	143	ROW and Utility Coordinator	45,923.00	45,923.00

B. Request approval of Budget amendments from the District General Fund in the amount of \$197,477.40 the above mention positions and fringes for 2017.
- 18. **AI -57999** In accordance with Water Code Section 49.057 and Subchapter A of Government Code, Section 2254, requesting approval to select and award the firm of _____ for the provision of professional legal services/representation in connection with litigation and authority to submit letter of engagement
- 19. **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**

- C. **AI -57842** C-0262-16-G; Teresa Barrera et al v. Hidalgo County, Texas and Hidalgo County Drainage District No. 1
- D. **AI -57996** C-5741-16-H; Efrain Acuna et al v. Hidalgo County, Texas & Hidalgo County Drainage District No.1

20. Open Session:

- A. **Real Estate Acquisition**
- B. **Pending and/or Potential Litigation**

- C. **AI -57843** C-0262-16-G; Teresa Barrera et al v. Hidalgo County, Texas and Hidalgo County Drainage District No. 1
- D. **AI -57997** C-5741-16-H; Efrain Acuna et al v. Hidalgo County, Texas & Hidalgo County Drainage District No.1

21. Closed Session:
Board of Directors may reconvene into Closed Session for the discussion regarding the agenda items listed

22. Open Session:
Board of Directors may reconvene into Open Session for the discussion regarding the agenda items listed

23. Adjourn

AI -57981

5.

DRAINAGE DISTRICT

Meeting Date: 01/10/2017

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Discussion on Hidalgo County Drainage District No. 1 projects, maintenance and operations:

A.) Projects designed by HCDD1 Engineers

B.) Projects built by HCDD1 Maint. & Operations

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	01/06/2017 05:36 PM
Form Started By: Jaime Salazar		Started On: 01/06/2017 11:18 AM
Final Approval Date: 01/06/2017		

AI -57998

6.

DRAINAGE DISTRICT

Meeting Date: 01/10/2017

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of Elected Official Bond - Pablo (Paul) Villarreal, Jr. - Tax Assessor/Collector

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Form Started By: Monica Badillo
Final Approval Date: 01/06/2017

Started On: 01/06/2017 02:15 PM

AI -58000

7.

DRAINAGE DISTRICT

Meeting Date: 01/10/2017

Submitted For: Raul Sesin

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A.) Requesting approval of final negotiated Agreement for Professional Engineering Services with Halff Associates, Inc., as it relates to New Administration Facility & Site Improvements Project (Contract # C-HCDD1-17-002-01-10). Approved for negotiations by the HCDD1 Board of Directors on June 20, 2016.

B.) Pursuant to the Boards Approval of Professional Agreement with Halff Associates, Inc, requesting approval of Work Authorization No. 1 in the amount of \$96,000.00, Engineering Services for New Administration Facility & Site Improvements Project (Contract # C-HCDD1-17-002-01-10 WA-1).

BACKGROUND

Fiscal Impact

Attachments

agreement

wa1

Form Review

Inbox

Reviewed By

Date

Final Approval

Monica Badillo

01/06/2017 05:36 PM

Form Started By: Moises Salazar

Started On: 01/06/2017 02:20 PM

Final Approval Date: 01/06/2017

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

C-HCDD1-17-002-01-10

THIS AGREEMENT is made, by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1** hereinafter called the “**Owner**”, and HALFF ASSOCIATES, INC. professional **Engineers**, hereinafter called the “**Engineer**”.

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide management and professional **Engineering** services for NEW ADMINISTRATION FACILITY & SITE IMPROVEMENTS PROJECT hereinafter referred to as the “**Project**”.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform management and professional **Engineering** services in connection with the “**Project**” as stated in the articles to follow and for having rendered such services, the **Owner** agrees to pay the **Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the “**Project**” with the following Engineers services:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the “**Project**” and fulfillment of this Agreement, as identified in **EXHIBIT “A” Services to be Provided by the Owner**, attached hereto and made a part of this Agreement and the **Engineer** will provide

professional management and **Engineering** services identified in **EXHIBIT “B”- Services to Provided by the Engineer, attached hereto and made a part of this agreement.**

A. General Contract Management (hereinafter referred to as “GCM”). For GCM, the primary role of the **Engineer** will be to perform professional management services. The **Engineer** as GCM manager, shall direct all tasks required by the project team (hereinafter referred to as “**Project Team**” and identified in the organizational chart shown in **EXHIBIT “B-1”-Project Team**, attached hereto), consisting of various sub-consultants, in the development of the project. As GCM manager, the **Engineer** shall organize and manage the project team, including:

assigning the various **Engineering** work tasks; directing and controlling the work; planning, conducting, and documenting internal and external meetings; establishing policy, procedures, and quality assurance; and furnishing the necessary technical and support staff to implement the preliminary project planning and development (including, but not limited to, the identification and procurement of funding, and the development of a capital improvement program), preliminary **Engineering**, final design, and construction of the project.

B. Preliminary Project Planning & Development. For preliminary and development of the project, the primary role of the **Engineer** will be to perform **Engineering** activities and work tasks associated with the preparation of an environmental document, public involvement, and the development of primary and secondary project field control through field surveying and aerial mapping.

C. Preliminary Engineering, Final Design & Construction. For these services, the **Engineer** will be performing **Engineering** activities as follows:

- (1). Preliminary **Engineering**. As identified in **EXHIBIT “A”**, attached hereto, the **Owner** shall provide to the **Engineer** any available relevant data the **Owner** may have on

file concerning the project for the **Engineer** to review. The **Engineer** will indicate of any errors and omissions and corrections needed as a basis for the final design of the project. The **Engineer** will prepare a report, hereinafter referred to as the “**Preliminary Engineering Report**”. The “**Preliminary Engineering Report**” will be prepared by the **Engineer** in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the **Owner**, to include preliminary layouts, sketches, and cost estimates and to set forth clearly the **Engineer**’s recommendations for the final design of the project. The **Engineer**’s recommendations for the final design of the project shall meet all federal, state and county permitting requirements.

(2). **Final Design.** Upon approval by the **Owner** of the **Engineer**’s final recommendations, as shown in the “**Preliminary Engineering Report**”, the **Engineer** will perform all required **Engineering** tasks, as more particularly identified in **EXHIBIT “B”**, attached hereto, to provide the **Owner** with a complete and approved set of plans, specifications, and estimates (incorporated herein by reference as “PS&E” for each phase of construction of the project.

(3) **Construction.** The **Engineer** will provide construction phase **Engineering** services for each phase of construction of the project that is authorized and funded by the **Owner** for construction. The steps or sequence for the professional management and **Engineering services outlined for the scope of work above, and more particularly identified in EXHIBIT “B”, attached hereto, may be performed concurrently by the Engineer, if approved by the Owner.**

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer**, are more particularly identified in **EXHIBIT “B”**, attached hereto.

(1) **Basic Services:** Basic Services, incorporated herein by reference as “**Basic Services**”, includes those professional services not otherwise identified under Article 5.2 of this Agreement.

(2) **Special Services:** Special services, incorporated herein by reference as “**Special Services**”, includes those professional services identified under Article 5.2 of this Agreement.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as “**Work Schedule**”) in accordance with the terms identified in **EXHIBIT “C” - Work Schedule**, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall terminate May 29, 2018 (hereinafter referred to as the “**Termination Date**”), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date**.

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date**, and the **Owner** may, at the **Owner’s** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer**

shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date**.

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**.

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

- (1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** agrees, however, to use reasonable 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 the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

- (2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.
- (3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.
- (4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.
- (5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer**.
- (6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the "**Project**" and prosecute the work to completion. In such case, the **Engineer** shall be liable to the **Owner** for any additional cost occasioned by the **Owner**.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner**, or at other locations designated by the **Owner**. These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner**.

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the “**Project**” under this Agreement, the **Engineer’s** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer’s** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit “C”**, attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer**.

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer’s** services and work and the approved **Work Schedule**, including:

- (1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of “**Project**” deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and
- (2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the **Engineer**, the **Owner** shall compensate the **Engineer** as follows:

5.1 Basic Services. For and in consideration of the Basic Services to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in EXHIBIT “**B**”, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for Basic Services, subject to adjustment in accordance

with Article 6.1 herein, will be provided in each work authorization issued. Payments to the Engineer for Services shall be made by the Owner, upon presentation by the Engineer of the monthly Request for Payment, in accordance with the terms and provisions of Article 6 herein.

5.2 Special Services. Those services that may be required to be provided by the **Engineer** as **Special Services** are set forth below and more particularly described in **EXHIBIT “B”**, attached hereto. For and in consideration of these **Special Services** rendered as required by the **Engineer**, the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as “**Special Services Fee**”) at the hourly labor rates and non-labor rates (hereinafter referred to as “**Contract Rates**”) specified in **EXHIBIT “D” - Contract Rates**, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of “**Project**” site **Engineer**, resident **Engineer** and/or inspector, if required by **Owner**.
2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.
3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**.
4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the “**Project**”.
5. **MISCELLANEOUS.** Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor**.

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as “**Work Authorization**”) in accordance with **Article 7** herein. For each **Work**

Authorization, the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as “**Request for Payment**”). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Board of Directors of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

Should the **Project** or portions of the **Project** be awarded for construction, the **Owner** will reconcile and determine the final maximum amount payable for the **Basic Services Fee**, as identified in Article 5.1 hereof, for that portion of the Project that has been awarded for construction as follows:

(1) Construction Cost-An estimated construction cost will be developed for each phase of the Project, and be updated throughout engineering (advance planning, final design and plans and specifications) development. A construction cost will be mutually agreed between the Owner and the Engineer in writing at the time of submittal of the final plans and specifications to the Owner (the “Final Estimated Construction Cost”). A fee will be calculated as eight percent (8%) of the Final Estimated Construction Cost (“Preliminary Basic Services Fee”). After the Project is

constructed, and the final actual construction cost of the Project is determined, the Preliminary Basic Services Fee will be as follows:

(a) If the final actual construction cost of the project is more than the Final Estimated Construction Cost, the Basic Services Fee for engineering will be adjusted up, but the adjustment will be no more than plus ten percent (+10%) of the Preliminary Basic Services Fee; or,

(b) If the final actual construction cost of the Project is less than the Final Estimated Construction Cost, the Basic Services Fee for engineering shall be eight percent (8%) of the final actual construction cost. Any amount due to Owner as a result of the final actual construction cost being less than the Final Estimated Construction Cost shall be paid to Owner within thirty (30) days.

This reconciliation and determination by the **Owner** will be performed on a yearly basis throughout the development of the **Project**, and within the period of service established in Article 3. Payment due to the **Engineer** or credit owed to the **Owner** by the **Engineer** in the amount of this reconciliation and determination shall be applied to the next applicable **Request for Payment**.

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner**, the **Engineer** shall submit a final request for payment (“**Final Request for Payment**”) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner**, the **Owner** shall pay to the **Engineer** the amount due (“**Final Payment**”) under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

- (1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;
- (2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.
- (3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the "**Project**" for which the **Owner** has made payment to the **Engineer**;
- (4) If the **Owner**, in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the "**Project**". (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the "**Project**", or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment**

shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT “E”- *Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner**, the needed services for the **“Project”**, as required through the course of the development to the **“Project”**. The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT “B”**, attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner**, the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT “D”**, attached hereto. The **Work Authorizations** shall not waive the **Owner’s** and the **Engineer’s** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization**. Each executed **Work Authorization** shall become a part of this Agreement. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **“Project”’s** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner**. The

Engineer shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization**. All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the “**Project**” shall serve as evidence of completion, on the part of the **Engineer**, of all services under this Agreement insofar as they pertain to that portion of work on the “**Project**” identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the **Owner** determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner** and the **Engineer**. All supplemental agreements will be developed in the form identified in **EXHIBIT “F” - Supplemental Agreement Form**, attached hereto and made a part of this Agreement, and incorporated herein by reference as “**Supplemental Agreement**”.

If determined appropriate by the **Owner**, additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT “D”**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement**.

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed

is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing. In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT “D”** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound **Engineering** principles, the **Engineer** shall make such revisions if requested and directed by the **Owner**.

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner**, such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound **Engineering** principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the

Owner, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the **Engineer** will be in accordance with Article 9 hereof.

10.3 “Project” Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer’s** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of “Project” Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **“Project”** to enable it to reduce the construction cost of the **“Project”** to an amount within the sum estimated by the **Engineer**, the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer**, if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the **“Project”**, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the **“Project”**. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If the **Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **“Project”**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer**.

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the “**Project**” is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the “**Project**” with the **Owner’s** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer**, as an additional service, at any other time requested by **Owner**. All such reproductions shall be the property of the **Owner** who may use them without the **Engineer’s** permission for any proper purpose relating to the “**Project**”, including but not limited to additions to or completion of the “**Project**”. Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional **Engineer**, shall be made in accordance with the Texas **Engineering** practice Act and the Rules of the State Board of Registration for Professional **Engineers**.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer**, at the **Engineer’s** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the “**Project**” will be accordance with the Texas Public Information Act.

ARTICLE 12 Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer**, if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay.

In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer**.

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner**. The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the "**Project**" and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner**.

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner**. The **Engineer** shall bind every sub-consultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each sub-consultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer**, and the **Owner**, do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for

such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees

of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner**, effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this "**Project**" to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this "**Project**" under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this "**Project**", the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible **Engineer** or **Engineers** licensed to practice in the State of Texas, who shall sign, seal and date all appropriate **Engineering** submissions to the **Owner** in accordance with the Texas **Engineering** Practice Act and the Rules of the State Board of Registration for Professional **Engineers**.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the "**Project**" and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**.

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the "**Project**" has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that **Engineering** design work performed by the **Engineer** hereunder shall be in accordance with sound **Engineering** design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgment

and abilities to design the **“Project”** and to further the interests of the **Owner** in accordance with the **Owner’s** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **“PS&E”**) are identified in this Agreement under Article 2 hereof or **EXHIBIT “B”**, attached hereto, as part of the services to be provided by the **Engineer** for the **“Project”**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **“Project”**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer’s** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer’s** services to be furnished by the **Engineer** under or pursuant to this Agreement from the inception of the Agreement until the **“Project”** has been fully completed, shall be of the standard and quality which prevail among **Engineers** of similar experience, knowledge, skill and ability engaged in **Engineering** practice throughout Texas under the same or similar circumstances involving the design and construction of **“Project”**.

(d) The **Engineer** represents, covenants and agrees that the **Engineer’s** special talent, training and experience cause the **Engineer** to be the prime professional on the **“Project”**; that because of such talent and training, the **Engineer** envisions the construction of the **“Project”** in its entirety and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent **Engineer** having such special skills could anticipate may arise from the proper use of the **“Project”** after acceptance by **Owner**; and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner**, plus residents and **Owners** of property within the

area affected by the **“Project”** are within a class of foreseeable persons who will be relying on the **“Project”** being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT “B”**, attached hereto, as part of the services to be provided by the **Engineer** for the **“Project”**, the **Engineer** represents, covenants and agrees that the **PS&E** of the **“Project”** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **“Project”** will conform to its foreseeable use as a **“Project”** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **“Project”**; that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **“Project”** is designed; and the **“Project”** will be inspected in a workmanlike, professional manner and will be suitable for the **“Project”**'s intended purpose. The **Engineer**'s responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **“Project”**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer**'s skill and knowledge in preparing such **PS&E**.

(f) In connection with the **Engineer**'s performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner**.

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer**'s own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 “Project” Manager. The **Engineer** shall provide a manager (**“Project” Manager**) for the **“Project”** that is a registered professional **Engineer** in the State of Texas. The **“Project”** manager

shall have such knowledge and experience as will enable that **“Project” Manager** during the course of the **“Project”** without prior consent of the **Owner**. If, due to situations beyond the control of the **Engineer**, the **Engineer** must change the **“Project” Manager** prior to the completion and acceptance of the **“Project”**, the **Engineer** will submit a request to change the **“Project” Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the **“Project”** when so instructed by the **Owner**. The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **“Project”**. Taking into consideration that the **Owner** has a significant investment in the development of the **“Project”**, there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **“Project”**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT “B”** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **“Indemnitors”**) shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner’s** respective directors, elected officials,

employees and agents (collectively “**Indemnitees**”) from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively “**Liabilities**”) of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer’s** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer**, its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner’s** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

- (1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**")
- (2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20* herein, in limits of liability not less than one million dollars (**\$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.
- (3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**\$250,000**) each person for bodily injury, five hundred thousand dollars (**\$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**\$100,000**) each occurrence for property damage.
- (4) **Professional Liability** in limits of **\$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The Certificate of Insurance shall be

attached hereto and identified as **EXHIBIT “G”- Certificate of Insurance**. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **“Project” by Owner**.

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker’s compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, **Engineer** or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner’s** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do

business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner**.

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:

**Hidalgo County Drainage District No. 1
Attn: District Manager
902 N. Doolittle Rd
Edinburg, TX 78542**

ENGINEER:

**HALFF ASSOCIATES, INC.
500 W. Military Hwy, Suite 100
McAllen, TX 78503**

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the **Owner's** other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner**.

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the **Owner** and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer**. The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

ARTICLE 31. Immunities. Nothing in this Agreement is intended to and District does not hereby waive, release or relinquish any right to assert any of the defenses District enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to District as to any claim or action of any person, entity, or individual against District.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional**

Engineering Services to be effective as of the ____ day of _____, 201__.

ENGINEER:

BY: _____
Robert L. Saenz, PE, CFM, PMP
Vice President
Half Associates, Inc.

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

By: _____

OWNER:
**HIDALGO COUNTY DRAINAGE DISTRICT
NO. 1**

BY: _____
Ramon Garcia, Chairman of the Board
Hidalgo County Drainage District No. 1

- Exhibit "A" -Services to be provided by the Owner
- Exhibit "B" -Services to be provided by the Engineer
- Exhibit "B-1" -Project Team
- Exhibit "C" -Work Schedule
- Exhibit "D" -Contract Rates
- Exhibit "E" -Work Authorization Form
- Exhibit "F" -Supplemental Agreement Form
- Exhibit "G" -Certificate of Insurance

EXHIBIT "A"

Services to be provided by the Owner

The following provides an outline of the services to be provided by the **OWNER** in the development of the "**Project**".

The **OWNER** will provide to the **ENGINEER** the following:

- (1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.
- (2) Payment for work performed by the **ENGINEER**, and accepted by the **OWNER** in accordance with Section 6 of the Agreement.
- (3) Assistance to the **ENGINEER**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.
- (4) Provide any available relevant data the **OWNER** may have on file concerning the "**Project**".
- (5) Provide the following services for this project:
 - (a) Construction Materials Testing
 - (b) Geotechnical Services
 - (c) Topographical Services
 - (d) Civil Engineering
 - (e) Surveying Services
- (6) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.
- (7) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER**.
- (8) Assist the **ENGINEER** in the preparation of the "**Project**" mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

 - (a) Approve agenda and all exhibits prior to public meeting;
 - (b) Approve date and location of the meeting; and
 - (c) Review/approve Public Meeting Report
- (9) Attend the Preliminary Concept Conference coordinated and conducted by the

ENGINEER as identified in the Agreement.

- (10) Review and approve the **“Project”** design criteria.
- (11) Review and approve change orders as required and prepared by the **ENGINEER**.

Exhibit “B”
Scope of Work
For
Hidalgo County Drainage District No. 1’s
New Administration Building

PROJECT DESCRIPTION

Building Size: Approx. 8,000 sq. ft.

Interior: Per tenant requirements

Site: Existing HCDD NO. 1 property

BASIC SERVICES

Half Associates will include normal Engineering services for this project including the following:

Site and Building Design

- Meetings with HCDD NO. 1 to receive information, review program for administration building and confirm site information.
- Site Planning for new building including alternatives to meet City of Edinburg requirements and development requirements.
- Design of the new building including site plan, floor plans, and elevations.
- Presentation Graphics including color rendered site plan and elevation.
- Coordination of Site Development and Building Design with Building Code and Development Requirements.
- Half Associates will integrate sustainable design practices in our building design. The Building will not go thru the LEED certification process and is not included in this scope.

Construction Documents

Based upon approved design documents, Construction Documents will be prepared including the following services:

- Printing of Drawings and Specifications for Bidding.
- Preliminary Probable Construction cost estimates developed by the design team. (Not Prepared using Professional Estimating Services)
- Design/Build Team project coordination meetings and meeting minutes.
- Provide guidance and review to the HCDD No. 1 Civil Engineering Department in the development of the civil construction documents
- *Topographic and Boundary Surveying in not included in this scope but will be provided by HCDD NO. 1.*
- Building plans, sections, details, and specifications, ready for bidding and construction.

- Structural Engineering plans, details and specifications, ready for bidding and construction
- MEP Engineering plans, details and specifications, ready for bidding and construction
- Performance Specification for building fire protection will be provided on plans.
- Submission of plans for TAS (Texas Accessibility Standards) review. Fees and inspections will be billed as reimbursable expenses.
- Modifications as required for jurisdictional agency plan checking and review process.
- Bid evaluation and management.

Construction Administration

Construction support will be provided to the Owner and Construction Team during construction (assumed to be 10 months) including the following services.

- Shop drawing review by Design Team, MEP Engineer and Structural Engineer of applicable shop drawings, submittals and samples for conformance to the construction documents and design concept.
- Construction support including answering of questions, RFI's and supplemental information.
- Provide electronic files of the documents as required to design and construction team members only. Files will be provided in the format in which they were produced. Any modifications to reflect as-built conditions and reformatting or translations to CAD programs other than the program in which the documents were originally prepared is beyond the scope of this proposal.
- Monthly construction site visits by Design Team and final punch list.
- Assistance in preparing documents required to obtain necessary approvals of local and state governmental authorities having jurisdiction over the project.
- Record drawing will be prepared using the Contractor redline drawings. Contractor will be responsible for keeping the as-built conditions up to date on a reproducible set of documents and provided to Halff at the closing of the project.

SPECIAL SERVICES

Special Services for Engineering include the following:

- Structured cabling, A/V for general manager and conference room, CCTV/DVR for building and parking, access control, intrusion detection, access tracking at all entrances. This would be issued under a separate work order after the schematic design has been approved.
- Site lighting design for parking lots, site, and perimeter lighting
- Jurisdictional review fees, filing and permit fees including TAS review and inspection fees.
- Preparation of drawings and specifications for structural and foundation elements, which are not part of the shell building construction. Examples of these elements include equipment foundations and access platforms and any site/civil structures such as retaining

walls (not including a site monument sign, if required which is included in Basic Services).

- Fire Protection Engineering (It is assumed that this project will be design/build Fire Protection by subcontractors)
- Significant design revisions following substantial completion of the Construction Documents, which are requested by the HCDD NO. 1.
- Coordination with tenant's insurance companies, attorneys or banking institutions.
- Design of water features, signage or other building amenities not included in basic services.
- Geotechnical Investigation, Testing and Report (Provided by HCDD NO. 1)
- Structurally supported slabs.
- Building LEED Certification.
- Environmental Impact statements or assessments

EXCLUSIONS

Half Associates will not have control or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, for the acts or omissions of the contractor, subcontractors or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Construction Documents.

COMPENSATION

Upon authorization and execution of an acceptable agreement, Half Associates will be compensated for all labor and expense costs related to Basic Engineering Services for **8%** of the project Cost of Work

Invoices for Basic Services will be submitted monthly, based upon the percentage of the work that has been completed and the expenses that have been incurred. Reimbursable expenses including all direct expenses, printing and reproduction beyond basic service requirements, postage, messenger, mileage are reimbursable and will be billed at 1.1 times actual cost.

SCHEDULE

Half Associates will prepare the Design and Construction Documents for the new building shell within Twelve (12) weeks of notice to proceed and execution of an agreement for professional services.

**Exhibit “B-1”
Project Team**

Menton J. Murray, III, PE, LEEP AP – Principal in Charge / Mechanical Engineer
Robert L. Saenz, PE, CFM, PMP – Project Manager / Civil Engineer

Raul Garcia, Jr., PE, CFM – Civil Engineer
Marcos Diaz, PE – Civil Engineer
Benjamin E. Macias, PE – Civil Engineer
Miles Bullion, PE – Civil Engineer

Hugo Avila, PE – Mechanical Engineer
Robert Tijerina, PE – Mechanical Engineer
Jose Delgado, PE, LEED AP – Electrical Engineer
Thomas E. Dearmin, PE, LEED AP – Electrical Engineer
Gabriel Benavides, PE – Electrical Engineer

Paul Rielly, PE, SE, SECB – Structural Engineer

Eloyd Lozoya – Construction Inspector

EXHIBIT C

WORK SCHEDULE

- Project Design should be completed within twelve (12) weeks from date of Notice to Proceed.
- Project bidding and award six (6) weeks.
- Project construction fifty-two (52) weeks.
- Project Closeout two (2) weeks.

EXHIBIT D

ENGINEER'S CONTRACT RATES

Halff Associates, Inc.
Billing Rate Schedule
McAllen Office
December 2, 2016

Project Manager	\$205/hr.
Professional Engineer	\$175/hr.
Engineer-in-Training	\$130/hr.
Designer	\$85/hr.
Construction Administrator	\$90/hr.
CAD Tech	\$75/hr.
Secretarial / Clerical	\$60/hr.
Two-man Survey Crew	\$160/hr.

EXHIBIT "E"

**PROFESSIONAL ENGINEERING SERVICES
CONTRACT # _____
WORK AUTHORIZATION FORM**

WORK AUTHORIZATION NO. _____

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

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide

The scope of services to be provided by the Owner is identified in EXHIBIT "A"- Scope of Services to be Provided by the Owner attached hereto.

The scope of services to be provided by the Engineer is identified in EXHIBIT "B" – Scope of Services to be Provided by the Engineer attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is \$ _____ . This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

PART 3. PAYMENT

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

PART 4. FUNDING

**This Work Authorization No. __ shall be funded through funding source:
Account No. _____
Requisition Number _____**

PART 5. PERIOD OF SERVICE

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by _____, as to content and detail of this Work Authorization No. ____.

BY: _____
_____, President

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by the Hidalgo County Drainage District No. 1 and _____ as indicated below and effective as of _____ day of _____, 201__.

ENGINEER:

Robert L. Saenz, PE, CFM, PMP
Vice President
Half Associates, Inc.

OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT No.1

Ramon Garcia, Chairman of the Board

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

By: _____

EXHIBIT "F"

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

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

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Agreement on the ____ day of _____, concerning **Engineering** _____ (hereinafter referred to as the "Project"); and

WHEREAS, Article ____ of the Agreement, (article title), establishes _____; and

WHEREAS, it has become necessary to amend the contract to

A. AGREEMENT

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

I. Article ____ of the Agreement, (article title), is revised to

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

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20____.

ENGINEER:

BY: _____

OWNER:

BY: _____

ATTACHMENTS:

- EXHIBIT A** -Scope of Services to be provided by the **Owner**
- EXHIBIT B** -Scope of Services to be provided by the **Engineer**
- EXHIBIT C** -Work Schedule
- EXHIBIT D** -**Engineer's** Rates
- EXHIBIT E** -Work Authorization Form
- EXHIBIT F** - Supplemental Agreement



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/1/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bell Insurance 16980 Dallas Parkway #210 Dallas TX 75248	CONTACT NAME: Candy Goehring	
	PHONE (A/C No. Ext): (972) 581-4800 FAX (A/C No.): (972) 581-4850 E-MAIL ADDRESS: cgoehring@bellgroup.com	
INSURED Halff Associates, Inc. 1201 N. Bowser Richardson TX 75081	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Hanover American	36064
	INSURER B: Massachusetts Bay	22306
	INSURER C: The Hanover Ins. Co.	22292
	INSURER D: Ironshore Specialty Ins Co	25445
	INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 16/17 1MIL

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY			ZDDA055845	7/12/2016	7/12/2017	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Contractual Liab						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			ADDA051300	7/12/2016	7/12/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							Uninsured motorist combined \$ 1,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			UHDA051287	7/12/2016	7/12/2017	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WDDA028649	7/12/2016	7/12/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<input checked="" type="checkbox"/> Professional Liability			002091902	7/12/2016	7/12/2017	Per Claim: \$1,000,000
	<input checked="" type="checkbox"/> Claims Made						Aggregate: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: AVO: 1008-16-0316 HCDD Admin Bldg Contract Package; Hidalgo County Drainage District No. 1 is included as additional insured as respects general and auto liability if required by written contract. Waiver of subrogation applies to the same as respects general and auto liability and workers compensation if required by written contract. 30 day notice of cancellation except 10 days for non payment.

CERTIFICATE HOLDER**CANCELLATION**

Hidalgo County Drainage District No. 1 902 N. Doolittle Road Edinburg, TX 78542	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Thomas J. Ashley/BEK

Moises Salazar

From: Steve Crain <scrain@atlashall.com>
Sent: Monday, January 09, 2017 8:46 AM
To: 'Moises Salazar'
Subject: RE: New Admin Facility & Site Improvements Agreement with Halff Associates

Looks OK.

From: Moises Salazar [<mailto:moises.salazar@hcdd1.org>]
Sent: Monday, January 09, 2017 8:38 AM
To: Steve Crain <scrain@atlashall.com>
Subject: RE: New Admin Facility & Site Improvements Agreement with Halff Associates

Good Morning Mr. Crain,
Yes, you are correct, some language was missing in said paragraph.
Please see attached corrected agreement.

Thank you.



Moises Salazar
Procurement Manager
Hidalgo County Drainage District No. 1
902 N. Doclittle
Edinburg, TX 78542
Off: (956)292-7088 ext. 5802
Fax: (956)292-7088
moises.salazar@hcdd1.org

From: Steve Crain [<mailto:scrain@atlashall.com>]
Sent: Friday, January 06, 2017 5:06 PM
To: 'Moises Salazar' <moises.salazar@hcdd1.org>
Subject: RE: New Admin Facility & Site Improvements Agreement with Halff Associates

Please review the last sentence of 2.1 C 3 as it appears something is left out.

From: Moises Salazar [<mailto:moises.salazar@hcdd1.org>]
Sent: Friday, January 06, 2017 4:44 PM
To: Steve Crain <scrain@atlashall.com>
Subject: RE: New Admin Facility & Site Improvements Agreement with Halff Associates

Hello Mr. Crain,
As per our phone conversation, attached is the modified agreement.

Also, for your review, comments and/or approval, attached you will find the proposed Work Authorization No. 1 for this project.

Appreciate your help.

Thank you.

EXHIBIT "E"

**PROFESSIONAL ENGINEERING SERVICES
CONTRACT # C-HCDD1-17-002-01-10
WORK AUTHORIZATION FORM**

WORK AUTHORIZATION NO. 1

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

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide Professional Services for Hidalgo County Drainage District No.1's New Administration Building.

The scope of services to be provided by the Owner is identified in EXHIBIT "A"- Scope of Services to be Provided by the Owner attached hereto.

The scope of services to be provided by the Engineer is identified in EXHIBIT "B" – Scope of Services to be Provided by the Engineer attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is \$ 96,000 (Ninety Six Thousand Dollars). This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 6 of the Agreement.

PART 4. FUNDING

**This Work Authorization No. 1 shall be funded through funding source:
Account No. _____
Requisition Number _____**

EXHIBIT "A"

Services to be provided by the Owner

The following provides an outline of the services to be provided by the **OWNER** in the development of the "**Project**".

The **OWNER** will provide to the **ENGINEER** the following:

- (1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.
- (2) Payment for work performed by the **ENGINEER**, and accepted by the **OWNER** in accordance with Section 6 of the Agreement.
- (3) Assistance to the **ENGINEER**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.
- (4) Provide any available relevant data the **OWNER** may have on file concerning the "**Project**".
- (5) Provide the following services for this project:
 - (a) Construction Materials Testing
 - (b) Geotechnical Services
 - (c) Topographical Services
 - (d) Civil Engineering
 - (e) Surveying Services
- (6) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.
- (7) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER**.
- (8) Assist the **ENGINEER** in the preparation of the "**Project**" mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

 - (a) Approve agenda and all exhibits prior to public meeting;
 - (b) Approve date and location of the meeting; and
 - (c) Review/approve Public Meeting Report
- (9) Attend the Preliminary Concept Conference coordinated and conducted by the

ENGINEER as identified in the Agreement.

- (10) Review and approve the **“Project”** design criteria.
- (11) Review and approve change orders as required and prepared by the **ENGINEER**.

Exhibit “B”
Scope of Work
For
Hidalgo County Drainage District No. 1’s
New Administration Building

PROJECT DESCRIPTION

Building Size: Approx. 8,000 sq. ft.

Interior: Per tenant requirements

Site: Existing HCDD NO. 1 property

BASIC SERVICES

Half Associates will include normal Engineering services for this project including the following:

Site and Building Design

- Meetings with HCDD NO. 1 to receive information, review program for administration building and confirm site information.
- Site Planning for new building including alternatives to meet City of Edinburg requirements and development requirements.
- Design of the new building including site plan, floor plans, and elevations.
- Presentation Graphics including color rendered site plan and elevation.
- Coordination of Site Development and Building Design with Building Code and Development Requirements.
- Half Associates will integrate sustainable design practices in our building design. The Building will not go thru the LEED certification process and is not included in this scope.

Construction Documents

Based upon approved design documents, Construction Documents will be prepared including the following services:

- Printing of Drawings and Specifications for Bidding.
- Preliminary Probable Construction cost estimates developed by the design team. (Not Prepared using Professional Estimating Services)
- Design/Build Team project coordination meetings and meeting minutes.
- Provide guidance and review to the HCDD No. 1 Civil Engineering Department in the development of the civil construction documents
- *Topographic and Boundary Surveying in not included in this scope but will be provided by HCDD NO. 1.*
- Building plans, sections, details, and specifications, ready for bidding and construction.

- Structural Engineering plans, details and specifications, ready for bidding and construction
- MEP Engineering plans, details and specifications, ready for bidding and construction
- Performance Specification for building fire protection will be provided on plans.
- Submission of plans for TAS (Texas Accessibility Standards) review. Fees and inspections will be billed as reimbursable expenses.
- Modifications as required for jurisdictional agency plan checking and review process.
- Bid evaluation and management.

Construction Administration

Construction support will be provided to the Owner and Construction Team during construction (assumed to be 10 months) including the following services.

- Shop drawing review by Design Team, MEP Engineer and Structural Engineer of applicable shop drawings, submittals and samples for conformance to the construction documents and design concept.
- Construction support including answering of questions, RFI's and supplemental information.
- Provide electronic files of the documents as required to design and construction team members only. Files will be provided in the format in which they were produced. Any modifications to reflect as-built conditions and reformatting or translations to CAD programs other than the program in which the documents were originally prepared is beyond the scope of this proposal.
- Monthly construction site visits by Design Team and final punch list.
- Assistance in preparing documents required to obtain necessary approvals of local and state governmental authorities having jurisdiction over the project.
- Record drawing will be prepared using the Contractor redline drawings. Contractor will be responsible for keeping the as-built conditions up to date on a reproducible set of documents and provided to Halff at the closing of the project.

SPECIAL SERVICES

Special Services for Engineering include the following:

- Structured cabling, A/V for general manager and conference room, CCTV/DVR for building and parking, access control, intrusion detection, access tracking at all entrances. This would be issued under a separate work order after the schematic design has been approved.
- Site lighting design for parking lots, site, and perimeter lighting
- Jurisdictional review fees, filing and permit fees including TAS review and inspection fees.
- Preparation of drawings and specifications for structural and foundation elements, which are not part of the shell building construction. Examples of these elements include equipment foundations and access platforms and any site/civil structures such as retaining

walls (not including a site monument sign, if required which is included in Basic Services).

- Fire Protection Engineering (It is assumed that this project will be design/build Fire Protection by subcontractors)
- Significant design revisions following substantial completion of the Construction Documents, which are requested by the HCDD NO. 1.
- Coordination with tenant's insurance companies, attorneys or banking institutions.
- Design of water features, signage or other building amenities not included in basic services.
- Geotechnical Investigation, Testing and Report (Provided by HCDD NO. 1)
- Structurally supported slabs.
- Building LEED Certification.
- Environmental Impact statements or assessments

EXCLUSIONS

Half Associates will not have control or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, for the acts or omissions of the contractor, subcontractors or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Construction Documents.

COMPENSATION

Upon authorization and execution of an acceptable agreement, Half Associates will be compensated for all labor and expense costs related to Basic Engineering Services for **8%** of the project Cost of Work

Invoices for Basic Services will be submitted monthly, based upon the percentage of the work that has been completed and the expenses that have been incurred. Reimbursable expenses including all direct expenses, printing and reproduction beyond basic service requirements, postage, messenger, mileage are reimbursable and will be billed at 1.1 times actual cost.

SCHEDULE

Half Associates will prepare the Design and Construction Documents for the new building shell within Twelve (12) weeks of notice to proceed and execution of an agreement for professional services.

EXHIBIT D

ENGINEER'S CONTRACT RATES

Halff Associates, Inc.
Billing Rate Schedule
McAllen Office
January 9, 2017

Project Manager	\$205/hr.
Professional Engineer	\$175/hr.
Engineer-in-Training	\$130/hr.
Designer	\$85/hr.
Construction Administrator	\$90/hr.
CAD Tech	\$75/hr.
Secretarial / Clerical	\$60/hr.
Two-man Survey Crew	\$160/hr.

ESTIMATED PROFESSIONAL SERVICES COST

8,000 S.F. building at \$150 per square foot (estimated cost) yields a total cost of \$1.2 Million. 8% professional design fee of \$1.2 Million yields an estimated Professional Services cost of \$96,000.

AI -57839

8.

DRAINAGE DISTRICT

Meeting Date: 01/10/2017

Submitted For: Heidi Ortiz

Submitted By: Marty Salazar,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Action to cancel the procurement project authorized on 11-01-16 [Reg. AI#57130] for the publication of an RFP/Q: Legal Counsel in connection with all remedies available to HCDD#1 and the agreement with Integ Corporation as outlined/contained in final report from The Lee Law Firm.

BACKGROUND

The Hidalgo County Purchasing Dept. was to conduct the procurement process for HCDD#1.

Fiscal Impact

FISCAL YEAR:

ACCOUNT #:

FUNDS AVAILABLE? Y/N:

MATCHING FUNDS? Y/N:

BUDGETARY IMPACT:

No impact as a result of this action if approved.

Attachments

backup

Form Review

Inbox

Reviewed By

Date

Final Approval

Monica Badillo

01/06/2017 05:36 PM

Form Started By: Marty Salazar

Started On: 12/16/2016 04:13 PM

Final Approval Date: 01/06/2017

AI -57130

11.

DRAINAGE DISTRICT

Meeting Date: 11/01/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: DRAINAGE DISTRICT

Information

CAPTION

A. Pursuant to the current Letter of Engagement with The Lee Firm, acceptance of the final report to the original work assignment as specified in the original Letter of Engagement for the "Professional Legal Services - review and report Agreement between Hidalgo County Drainage District #1 and Integ Corporation"

B. Authority to publish and approval of qualifications, requirements and scope of services for the engagement of legal counsel to pursue all remedies available to the Hidalgo County Drainage District #1 in connection with the agreement between Hidalgo County Drainage District #1 and Integ Corporation as outlined/contained in the final Lee Law Firm Report

BACKGROUND

Pursuant to Texas Water Code, Chapter 49, Section .057 (d) with said engagement to follow the procedures provided in Subchapter A, Chapter 2254.003 (a)(1)(2)(b) under Professional Services Procurement Act which will be accomplished through a Request for Qualifications through 3 required publications.

Same procurement packet used for engagement of Lee Law Firm will be utilized for this project.

Fiscal Impact
Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	10/28/2016 02:24 PM
Form Started By: Monica Badillo		Started On: 10/28/2016 10:51 AM
Final Approval Date: 10/28/2016		

AI -57854

9.

DRAINAGE DISTRICT

Meeting Date: 01/10/2017

Submitted For: Raul Sesin

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval of final negotiated Professional Services Agreement with Millennium Engineers Group, Inc., as it relates to Material Testing Services for Flood Pump Drainage Improvements Projects at Mercedes Lateral, East Donna Drain, South Mercedes Drain and Weslaco Drain. Approved for negotiations by HCDD1 Board of Directors on November 22, 2016 (Contract # C-HCDD1-17-001-01-10).

BACKGROUND

HB1295 form will be requested upon BOD approval.

Fiscal Impact

Attachments

Agreement CMT -MEG

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	01/06/2017 05:36 PM
Form Started By: Moises Salazar		Started On: 12/21/2016 11:02 AM
Final Approval Date: 01/06/2017		

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

**PROFESSIONAL SERVICES AGREEMENT
C-HCDD1-17-001-01-10**

THIS AGREEMENT is made effective the ___ day of _____, **2017** by and between **HIDALGO COUNTY DRAINAGE DISTRICT No. 1, TEXAS**, ("Drainage District") and **Millennium Engineers Group, Inc. of Pharr**, a Texas Corporation ("Laboratory").

WITNESSETH:

WHEREAS, the County is vested with the responsibility of providing "**CONSTRUCTION MATERIALS TESTING SERVICES**" (on call on an as needed basis) for the **Flood Pump Drainage Improvements Projects at Mercedes Lateral, East Donna Drain, South Mercedes Drain, and Weslaco Drain** (the "Services");

WHEREAS, the County has determined that the services of a professional laboratory company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the Drainage District requested Statements of Qualifications (SOQ's) from a professional laboratory to assist the Drainage District by providing the Services;

WHEREAS, Drainage District has selected the Laboratory to provide the Services within **Drainage District**, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Laboratory do mutually agree as follows:

1. Scope of Services. The County will provide to Laboratory the services described in Exhibit "A" attached hereto and entitled "Services to be Performed by County." Laboratory

agrees to provide to County with the work described in Exhibit "B", "Services to be Performed by the Laboratory".

2. Term. This Agreement is for a period of **one (1) year**, effective _____, **2017** and will expire _____, **2018** or unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization".

3. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Laboratory shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 23 herein.

4. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Laboratory, or of a subcontractor, the Laboratory shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

5. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Laboratory, the County shall require the Laboratory to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Laboratory, the County will reimburse the Laboratory for the additional work at the same rate of pay established in Exhibit "C," "Laboratory Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

6. Reporting. The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

- a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.
- b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

7. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Laboratory or furnished to the Laboratory by the County shall be

delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Laboratory may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

8. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Laboratory, followed by written confirmation from the County to Laboratory to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Laboratory to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Laboratory. The sixty-day notice may be waived as agreed in writing by both the County and Laboratory. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

9. Progress and Coordination. The Laboratory shall, from time to time during the progress of the work, confer with the County. The Laboratory shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Laboratory's services and work.

At the request of the County or the Laboratory, conferences shall be provided at the Laboratory's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Laboratory's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Laboratory's preliminary report will be addressed by the Laboratory in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Laboratory's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Laboratory's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Laboratory to determine the corrective action needed by either the County or the Laboratory.

The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the progress of the Laboratory's Services and work and the approved Work Schedule, including:

- a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Laboratory within established time periods; this disclosure will be accompanied by a statement by the Laboratory of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and
- b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

10. Independent Contractor. Laboratory must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits

provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Subcontracting and Assignment. The Laboratory shall not assign subconsultant or transfer the Laboratory's interest in this Agreement without the prior written consent of the County. The Laboratory shall bind every subconsultant by written agreement to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Laboratory of any responsibilities under this Agreement.

12. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Laboratory.

13. Insurance. Laboratory agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

14. Payment of Franchise Tax. The Laboratory hereby certifies that the Laboratory is not delinquent in Texas franchise tax payments, or that the Laboratory is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

15. No Assignment. Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

16. Conflict. 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 Agreement, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them the legal requirements and only during the time such conflict exists.

17. Termination by County. If Laboratory fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Laboratory fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Laboratory.

18. No Waiver. No waiver by County 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.

19. 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 representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Laboratory, and not otherwise.

20. Venue. 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.

21. Hold Harmless. In the event Laboratory should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Laboratory shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and

assessments, including legal fees, etc., that from the Laboratory's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

22. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

23. Notices. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
 Attention: County Judge
 100 East Cano, 2nd Floor
 Edinburg, Texas 78539

If to Laboratory: **Millennium Engineers Group, Inc.**
 Attention: Raul Palma, P.E.
 5804 N. Gumwood Ave.
 Pharr, Texas 78577

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

24. Executions of 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.

25. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

26. Gender. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

27. Authority. The execution and performance of this Agreement by County and Laboratory have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Laboratory in accordance with its terms.

28. Professional Seal. All documents and data furnished by the Laboratory to the County shall bear Professional seal of a licensed Engineer employed by the Laboratory.

29. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable 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 Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

30. Immunities. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or

qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

EXECUTED as of the day and year first written above.

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: _____
Hon. Ramon Garcia, County Judge

LABORATORY:

By: _____

Printed Name Raul Palma, P.E.

Title: President

ATTEST:

Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain, Attorney

ATTACHMENTS:

- EXHIBIT A** -Scope of Services to be provided by the County
- EXHIBIT B** -Scope of Services to be provided by the Laboratory
- EXHIBIT C** -Laboratory's Rates
- EXHIBIT D** -Work Authorization Form
- EXHIBIT E** -Supplemental Agreement Form
- EXHIBIT F** -Certificates of Insurance

Approved by Commissioners' Court on: _____, 2017

EXHIBIT A-1

-Request for Qualifications (RFQ) Procurement Packet

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

- 1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
- 2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
- 3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
- 4) Provide any available relevant data the Owner may have on file concerning the projects.
- 5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
- 6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
- 7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT B

-Scope of Services to be provided by the Laboratory

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory Services, Construction Materials Testing and Geo Technical Services for Hidalgo County Drainage District No.1 *Flood Pump Drainage Improvements Projects at Mercedes Lateral, East Donna Drain, South Mercedes Drain, and Weslaco Drain* Project, "ON A AS NEEDED BASIS" and projects is as follows:

A. Preliminary Phase:

- (1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
- (2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
- (3) Provide environmental studies as may be necessary to complete a project.
- (4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
- (5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
- (6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
- (7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

- (1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
- (2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
- (3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
- (4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
- (5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
- (6) Provide assistance to the OWNER in providing pavement condition studies.
- (7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

- (1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
- (2) Consult and advise with the OWNER during construction.

- (3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.
- (4) Review all material designs as requested by the OWNER and/or project design engineer.
- (5) Furnish the OWNER all necessary reports for construction and maintenance projects.
- (6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

- (1) Act for OWNER in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
- (2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society of Testing and Materials, where applicable, or other standards designated by County.
- (3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devised of accuracy traceable to the National Institute of Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
- (4) Promptly submit formal construction materials testing reports for all tests, observations, and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which the tests were made.
- (5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
- (6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from OWNER prior to undertaking.

EXHIBIT C
-Laboratory's Contract Rates



EXHIBIT "C"
ENGINEER'S CONTRACT FEE SCHEDULE

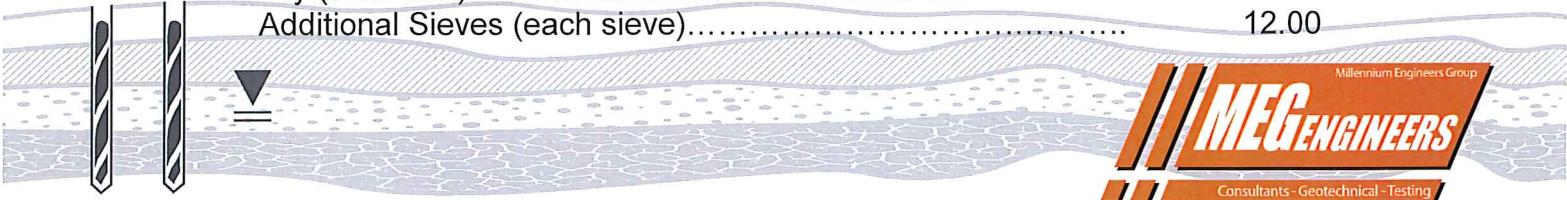
For the services to be provided by the ENGINEER the charge will be on the basis of the units and unit fee rates established in this schedule of tests, staff personnel services and additional services. The overtime premium, required by the Fair Labor Standards Act for nonexempt classifications, will be charged for overtime hours worked because of the County's requirements and its authorization. However, except for the overtime premium, the maximum charges shall not exceed the rates shown in this schedule.

SOILS AND AGGREGATE SECTION

Table listing various soil and aggregate tests and their corresponding fees, such as Material Preparation Time (\$50.00), Atterberg Limits (70.00), Sieve Analysis, Moisture Density Relationship, Nuclear Density Test, etc.

BITUMINOUS SECTION

Table listing bituminous tests and their corresponding fees, such as Material Preparation Time (\$55.00), Sieve Analysis for Fine and Coarse Aggregate, etc.





Sand Equivalent (each test)	75.00
Extraction & Gradation, Percent Asphalt (each test).....	250.00
Asphalt Cores (each core).....	60.00
Asphalt Core Density (each core).....	40.00
Thickness of Cores (each core).....	15.00
Theoretical Maximum Specific Gravity (each test)	60.00
Lab Density (each test).....	65.00
Effect of Water on Bituminous Paving Mixtures (each test)	75.00
Hveem Stability (each test).....	105.00
Coring Rig (per day).....	95.00
Asphaltic Concrete Design and Other Services	By Quote
Percent Passing No. 200 Sieve (per test).....	45.00
Molding Specimens (per set).....	60.00

CONCRETE SECTION

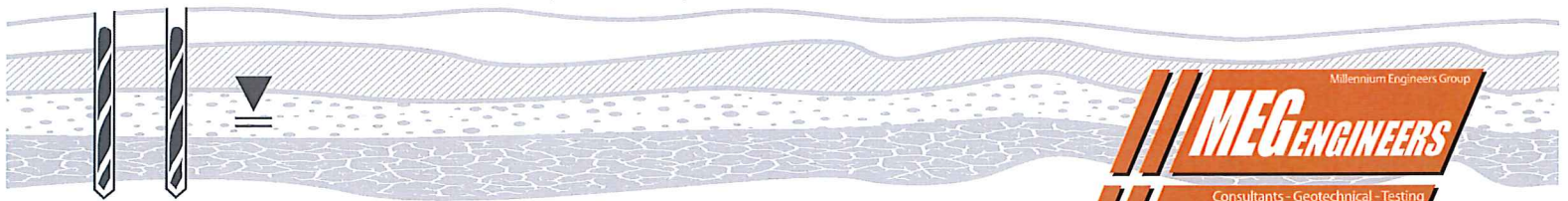
Material Preparation Time (per hour).....	\$55.00
Slump Test (In conjunction with Inspection)	
Slump Test (each test).....	20.00
Air Content of Fresh Concrete (In conjunction with Inspection)	
Pressure (each test).....	25.00
Volumetric (each test)	35.00
Concrete Cylinder Compressive Strength Test (each cylinder).....	16.00
Strip & Hold Cylinder (each cylinder).....	15.00
Concrete Beam Flexure Strength Test	
6x6x22 (each beam).....	40.00
Strip & Hold Beam (each beam).....	15.00
Concrete Cores By Circumference Area (Min. 100 sq. in.).....	2.00/sq. in.
Sawing of Concrete Cylinders or Cores (per end, per core).....	25.00
Thickness of Cores (each core).....	15.00
Coring Rig (per day).....	95.00
Portland Cement Concrete Design or other services	By Quote

MASONRY SECTION

Material Preparation Time (per hour).....	\$59.00
Grout Prism (each prism).....	24.00
Mortar Prism (each prism).....	24.00

SOIL EXPLORATION AND GEOTECHNICAL SERVICES

Drilled Borings	
In Soil, 0 – 50 feet (per foot).....	\$19.00
In Soil, 50 – 100 feet (per foot).....	22.50
In Rock	By Quote
Non-Conventional Drilling.....	By Quote
Standard Penetration Test (each test).....	12.00





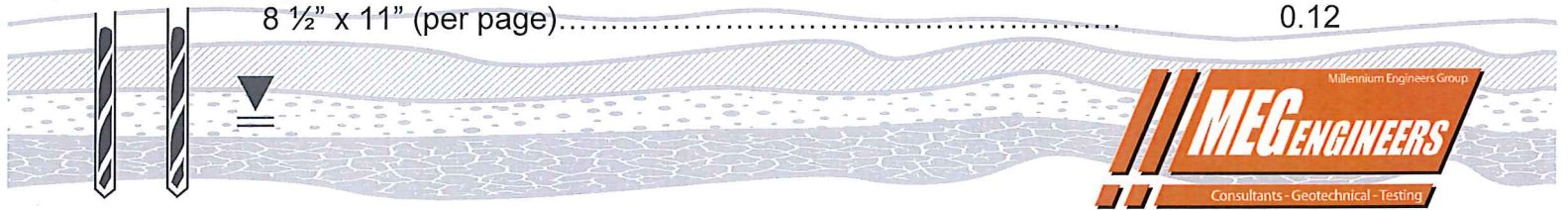
Texas Cone Penetration Test (each test).....	20.00
Shelby Tube Sampling (each test).....	20.00
Mobilization and Demobilization - In Rio Grande Valley (each trip)...	350.00
Mobilization and Demobilization - Outside Rio Grande Valley (each mile)	3.50/mile
Mobilization of Non-Conventional Drilling Equipment	By Quote
Trip Charge For Logger (each mile).....	0.80
Standby Time, Rig plus 2 man crew (per hour).....	200.00
Well Installation.....	By Quote
Technician To Log Soil Test Boring (per hour).....	59.00
Field Coordination	
Field Engineer (per hour).....	115.00
Utility Clearance (per hour).....	70.00
Flagman (per hour).....	59.00
Per Diem (If required)	Cost + 15%
Unconfined Compression (each test).....	45.00
Moisture Content (each test).....	13.00
Grout Backfill (per foot).....	5.00
Dozer/Clearing	Cost + 15%
Asphalt Pavement Coring (each core).....	100.00
Concrete/Asphalt Patch (per location).....	75.00

TECHNICIAN SERVICES

Soil Engineering Technician (per hour) (Min. 2 Hrs).....	\$50.00
Concrete Engineering Technician (per hour) (Min. 2 Hrs).....	55.00
Asphalt Engineering Technician (per hour) (Min. 2 Hrs).....	55.00
Masonry Engineering Technician (per hour) (Min. 2 Hrs).....	59.00
Senior Engineering Technician (per hour).....	59.00
Plant Inspection, Reinforcing Steel Inspection, Etc. (Min. 2 Hrs)	
Construction Inspection Engineering Technician Time (per hour).....	59.00
Plant Inspection, Reinforcing Steel Inspection, Etc. (Min. 2 Hrs)	
Engineering Specialist (per hour).....	70.00
Pier Inspection, Pile Load Inspections, Etc. (Min. 2 Hrs)	
Certified Welding Inspector (per hour) (Min. 4 Hrs).....	90.00

OTHER SERVICES

Vehicle Trip Charge (per trip) (within 25 miles of office).....	\$40.00
Vehicle Trip Charge (per mile) (beyond 25 miles of office).....	0.80
Other Testing Not Specified (Option 1)	Cost + 15%
Other Testing Not Specified (Option 2) (per hour).....	56.00
Other Services, Outside Services or Supplies.....	Cost + 15%
Test Reports (each report).....	30.00
Clerical/Administrative (per hour).....	50.00
Fax (per page).....	1.00
Photocopies	
8 1/2" x 11" (per page).....	0.12





8 1/2" x 14" (per page).....	0.15
11" x 17" (per page).....	0.20
Additional Insured (per request).....	200.00

PROFESSIONAL SERVICES

Principal Engineer (per hour).....	\$165.00
Project Engineer (per hour).....	125.00
Staff Engineer (per hour).....	110.00

PROJECT MANAGEMENT AND COORDINATION OF SERVICES PROVIDED

Applied to each invoice of net services provided	
Project Management (per hour).....	\$75.00

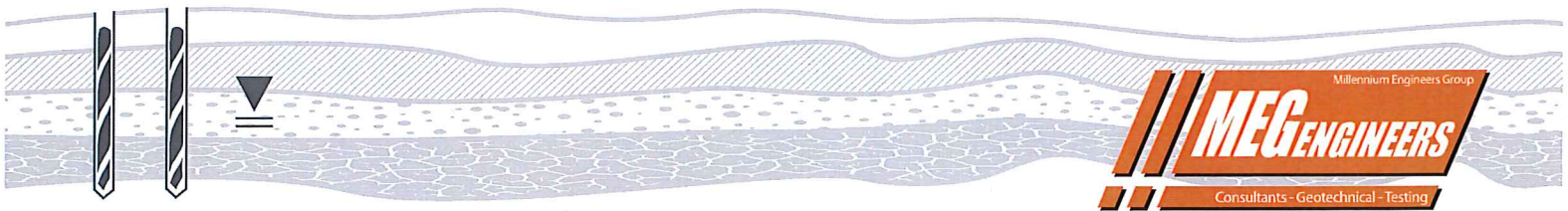
BASIC SERVICES AGREEMENT

MEG will charge overtime at the rate of 1.5 applicable for technicians for services performed before 7 AM and after 6 PM on Monday through Friday, after 8 continuous hours on the Client's project and on Saturday, Sunday and holidays.

Hours billed will be from our office at 5804 N. Gumwood, Pharr, Texas, port to port. Fractions of hours will be billed as whole hours. Technician hours will be billed a minimum of 3 hours.

Laboratory testing performed after normal work hours of 7 AM to 6 PM on Monday through Friday will be billed the test rate plus applicable overtime hourly charges.

Project management will be billed for report review, coordination and management of project personnel at a rate of one hour for every two reports.



PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No.1, Commissioner, A.C. Cuellar, Jr., as to content and detail of this Work Authorization No. ____.

**HIDALGO COUNTY
COMMISSIONER PRECINCT NO. ____:**

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on ____ (approval date) as indicated below and effective as of ____ day of _____, 2017.

THE LABORATORY:

**THE OWNER:
HIDALGO COUNTY**

By:

By: Ramon Garcia, County Judge

ATTEST:

by: Arturo Guajardo Jr., County Clerk

EXHIBIT E
-Supplemental Agreement Form

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____
TO AGREEMENT FOR PROFESSIONAL CONSTRUCTION MATERIAL TESTING
SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Laboratory of, _____, Texas, hereinafter called the "**Laboratory**".

WITNESSETH

WHEREAS, the **Owner** and the **Laboratory** executed the **Agreement** on the ____ day of _____ **20**____ concerning Laboratorying for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Paragraph ____ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

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

- I. Paragraph ____ of the **Agreement**, (paragraph title), is revised to

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

IN WITNESS WHEREOF, the Laboratory and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE LABORATORY:

BY: _____

Address for Giving Notices:

**THE OWNER:
HIDALGO COUNTY**

BY: _____

Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT F
-Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/17/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fenner & Esler 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060		CONTACT NAME: certs@fenner-esler.com PHONE (A/C, No. Ext): (201) 262-1200 FAX (A/C, No.): (201) 262-7810 E-MAIL ADDRESS: jkosch@fenner-esler.com	
INSURED Millennium Engineers Group, Inc. PO Box 4569 Edinburg TX 78540		INSURER(S) AFFORDING COVERAGE INSURER A: Amer. Casualty Co./Reading, PA INSURER B: Continental Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 20427 20443

COVERAGES **CERTIFICATE NUMBER:** Master 16-17 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		6011181339	11/22/2016	11/22/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000			6011181387	11/22/2016	11/22/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional & Pollution Incident Liability			MCH288364872	12/12/2015	12/12/2016 <i>Pending updated COI</i>	Per Claim Limit \$2,000,000 Aggregate Limit \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Additional Insured - Certificate Holder as respects general liability where required by written contract.

CERTIFICATE HOLDER molises.salazar@hccdd1.org Hidalgo County Drainage District No. 1 902 N. Doolittle Edinburg, TX 78542	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Timothy Esler/JEAN <i>[Signature]</i>
--	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/17/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER STATE FARM INSURANCE ROBERT ELIZALDE, AGENT 5107 S MCCOLL RD EDINBURG, TX 78539	CONTACT NAME: OMAR RIVERA
	PHONE (A/C No, Ext): 956-683-9800 FAX (A/C No): 956-683-9810 E-MAIL ADDRESS: OMAR.RIVERA.KOTN@STATEFARM.COM
INSURED MILLENNIUM ENGINEERS GROUP, INC 5804 N GUMWOOD PHARR, TX 78577	INSURER(S) AFFORDING COVERAGE
	INSURER A: State Farm Mutual Automobile Insurance Company NAIC # 25178
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			159 6511-A19-53S	07/19/2016	01/19/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below.		N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

2008 FORD RANGER PICKUP VIN: 1FTYR10D48PA62344 2008 FORD RANGER PICKUP VIN: 1FTYR10D38PA92175
 2010 FORD RANGER PICKUP VIN: 1FTKR10D0APA22160 2011 FORD RANGER PICKUP VIN: 1FTKR10DXBPA02368
 2015 TOYOTA TUNDRA PICKUP VIN: 5TFRM5F14FX092223 2016 TOYOTA TUNDRA PICKUP VIN: 5TFRM5F1XGX095273
 2016 TOYOTA TINDRA PICKUP VIN: 5TFRM5F19GX102276 2016 TOYOTA TUNDRA PICKUP VIN: 5TFRM5F18GX102382
 2016 TOYOTA TUNDRA PICKUP VIN: 5TFRMF1XGX103579 2016 TOYOTA TUNDRA PICKUP VIN: 5TFRM5F11GX095758

CERTIFICATE HOLDER HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 902 N. DOLITTLE EDINBURG, TX 78542	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Omar Rivera</i>
---	---



CERTIFICATE OF LIABILITY INSURANCE

AKB
R045DATE (MM/DD/YYYY)
11/17/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:	
SUPERIOR ACCESS INS SRVC INC/PHS		PHONE (AV, No, Ext): (866) 467-8730	FAX (AV, No): (888) 443-6112
181840 P: (866) 467-8730 F: (888) 443-6112		E-MAIL ADDRESS:	
PO BOX 33015		INSURER(S) AFFORDING COVERAGE	
SAN ANTONIO TX 78265		INSURER A: Hartford Underwriters Ins Co	
INSURED		NAIC#	
MILLENNIUM ENGINEERS GROUP INC		30104	
PO BOX 4569		INSURER B:	
EDINBURG TX 78540		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

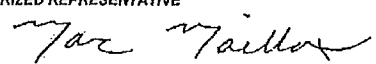
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR EVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		72 WEC GY1880	10/16/2016	10/16/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE- EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER	CANCELLATION
Hidalgo County Drainage District Attn: Number 1 902 N DOOLITTLE EDINBURG, TX 78542	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

AI -57942

10.

DRAINAGE DISTRICT

Meeting Date: 01/10/2017

Submitted For: Raul Sesin

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Ratification of the fully executed Change Orders No. 1, in connection with contract No. C-HCDD1-16-045-09-27 -Hidalgo County Drainage District No. 1 "Kenyon Road & Mile 17 Area Drainage Improvements Project" as recommended and approved by Mr. Raul Sesin, P.E. subject to compliance with HB1295.

BACKGROUND

Fiscal Impact

Attachments

Ch Ord 1 -C-HCDD1-16-045-09-27 -Kenyon Road & Mi 17 DIP

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	01/06/2017 05:36 PM
Form Started By: Moises Salazar		Started On: 01/05/2017 01:35 PM
Final Approval Date: 01/06/2017		



Hidalgo County Drainage District No. 1

902 North Doolittle Road, Edinburg, TX 78542 Office: 956-292-7080

Invoice Processing Routing Slip

Invoice/ Backup

Date Received: 1/3/2017

Engineer/Firm Name: Venser Contractors LLC

Project Name/Number: Kenyon Rd. & Mile 17 Area DIP

Invoice No.: Change Order No. 1

Invoice Date: N/A

Due Date: N/A

Purchase Order No.: N/A

Amount: \$31,084.78

Total # of Pages Submitted: 1

Attachments: CD USB Plans Other: _____

Engineering:

Construction:

Received By: Maria Perez

Forwarded to:

Nora D. Cavazos [Signature] Date: 1-4-17

Esther Layton _____ Date: _____

Claudette Guerrero [Signature] Date: 1/4/17

Jose N. Saldivar _____ Date: _____

Lora Briones _____ Date: _____

Additional Comments: _____

JAN 03 2017

12:35 AM / PM

BY: MTD



CHANGE ORDER NO. 001

Project: Kenyon Rd + mile 17 Area Drainage Improvements

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

OWNER: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
OWNER'S CONTRACT NO: HCDD1- 16-045-09-14

CONTRACTOR: Venser Contractors LLC ENGINEER: _____
15935 Palm Vista Dr, #77
Harlingen Tx. 78552

You are directed to make the following changes in the Contract Documents.

Description:

1. 1EA Type M Manhole @ \$4,762.78 = \$ 4,762.78
2. 21 LF 24" RCP @ \$49.00/LF = \$1,029.00
3. 1EA Concrete Collar for 60" pipe @ \$2,800.00/EA = \$ 2,800.00
4. 109 LF Trench Protection @ \$2.00/LF = \$ 218.00
5. 88 LF 60" RCP @ \$240.00/LF = \$ 21,120.00
6. 109 LF Bedding and Backfill for RCP @ \$5.00/LF = \$ 545.00
7. 1 LS Remove 7'x3' concrete Box @ \$3,500.00 = \$ 3,500.00
8. 1 LS Field drain @ \$750.00 = \$ 750.00
9. Credit 14 LF 5'x2' Box culvert @ \$260.00/LF = < \$ 3,640.00
- 2.
- 3.
- 4.
- 5.
- 6.

Reason for Change Order:

Attachments:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:	
Original Contract Price		Original Contract Time for	
\$ <u>281,956.68</u>		Substantial Completion:	<u>90 days</u> <small>ca'endar days or dates</small>
Net Changes from previous Change Order		Net Change from previous Change Orders	<u>0</u> <small>ca'endar days</small>
Contract Price prior to this Change Order		Contract Time prior to this Change Order	
\$ <u>281,956.68</u>		Substantial Completion:	<small>ca'endar days or dates</small>
Net Increase(decrease) of this Change Order		Net Increase(decrease) of this Change Order	<u>10 days</u> <small>ca'endar days</small>
Contract Price with all approved Change Orders	Net % increase(decrease) from original contract price.	Contract Time with all approved Change Orders	
\$ <u>313,041.46</u>	<u>11%</u>	Substantial Completion:	<u>100 days</u> <small>ca'endar days or dates</small>

RECOMMENDED:
By: [Signature]
Engineer (Authorized Signature)

APPROVED:
By: [Signature]
Owner (Authorized Signature)

ACCEPTED:
By: [Signature]
Contractor (Authorized Signature)

Date: 01/04/17

Date: 01/04/17

Date: 12/20/16

CHANGE ORDER 1
HIDALGO COUNTY DRAINAGE DISTRICT No. 1
PROJECT No. HCDD1-16-045-09-14
KENYON ROAD AMD MILE 17 AREA DRAINAGE IMPROVEMENTS PROJECT
DATE: 11/30/16

ADDITION					
Item No.	Estimated Quantity	Unit	Item Description	Unit Price In Figures	Total Extension In Figures
4	1	EA	TYPE "M" MANHOLE (BOX)	\$4,762.78	\$4,762.78
7	21	LF	24" RCP (RUBBER GASKET) CLASS III	\$49.00	\$1,029.00
11	1	EA	CONCRETE COLLAR FOR 60" PIPE	\$2,800.00	\$2,800.00
12	109	LF	TRENCH PROTECTION	\$2.00	\$218.00
24	88	LF	60" RCP (RUBBER GASKET) CLASS III	\$240.00	\$21,120.00
25	109	LF	BEDDING AND BACKFILL FOR RCP (AS PER DETAIL)	\$5.00	\$545.00
NEW	1	LS	REMOVE 7' X 3' CONCRETE BOX	\$3,500.00	\$3,500.00
NEW	1	LS	FIELD DRAIN	\$750.00	\$750.00
				TOTAL FOR ADDITION	
				\$34,724.78	

REMOVAL					
Item No.	Estimated Quantity	Unit	Item Description	Unit Price In Figures	Total Extension In Figures
9	14	LF	5' X 2' CONCRETE BOX	\$260.00	\$3,640.00
				TOTAL FOR REMOVAL	
				\$3,640.00	
				TOTAL FOR CHANGE ORDER	
				\$31,084.78	

LF- LINEAR FEET
 EA- EACH
 SY- SQUARE YARD(S)
 CY- CUBIC YARD(S)
 LS- LUMP SUM

*10 ADDITIONAL CALENDAR DAYS WILL BE ADDED TO THE CONTRACT TIME

PROGRESS SCHEDULE - AS PROPOSED BY VENSER CONTRACTORS LLC

KENYON RD AND MILE 17 AREA DRAINAGE IMPROVEMENTS

11/15/2016	PRE CONSTRUCTION CONFERENCE
12/05 - 12/11/16	MOBILIZATION
12/12 - 12/18/16	START LANE TRUNKLINE AT MILE 17 1/2 & KENYON RD GOING EAST CONSISTING OF: 250 lf 48" RCP and 1 manhole
12/19 - 12/25/16	CONTINUE ON LANE TRUNKLINE AT MILE 17 1/2 & KENYON RD GOING EAST CONSISTING OF: 250 lf 48" RCP and 1 manhole
12/26 - 1/01/17	CONTINUE ON LANE TRUNKLINE AT MILE 17 1/2 & KENYON RD GOING EAST 250 lf 48" RCP and 1 manhole
1/02/17 - 1/08/17	CONTINUE ON LANE TRUNKLINE AT MILE 17 1/2 & KENYON RD GOING EAST 324 lf 48" RCP and 1 manhole
1/09/17 - 1/15/17	INSTALL 2ea TYPE CC INLET AND 67 LF OF 24" RCP
1/16/17 - 1/22/17	INSTALL 106 LF 5'X2' CONCRETE BOXES AND 2,374 CY COMPACTED FILL DIRT (LABOR ONLY)
1/23/17 - 1/29/17	INSTALL 327 LF 18" PVC IRRIGATION
1/30/17 - 2/05/17	INSTALL 45 LF 18" RCP AND 40 LF 60" RCP
2/06/17 - 2/12/17	REGRADE 118 LF ROADSIDE DITCH AND 246 SY CUT & RESTORE PAVEMENT
2/13/17 - 2/26/17	CLEAN UP. WALK THRU INSPECTION
2/27/17 - 3/09/17	PUNCHLIST ITEMS.

AI -57958

11.

DRAINAGE DISTRICT

Meeting Date: 01/10/2017

Submitted For: Jaime Salazar

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval of yearly renewal for maintenance, updates and support service with Environmental Systems Research Institute, Inc. (ESRI) as it relates to ARCGIS Software in the amount \$9,200.00.

BACKGROUND

Fiscal Impact

Attachments

Renewal from ESRI

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	01/06/2017 05:36 PM
Form Started By: Moises Salazar		Started On: 01/05/2017 04:34 PM
Final Approval Date: 01/06/2017		



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 01/04/2017
To: Lora Briones
Organization: Hidalgo County Drainage District 1
Fax #: 956-292-7089 **Phone #:** 956-292-7080

From: Barbara Walker
Fax #: 909-307-3083 **Phone #:** 909-793-2853 Ext. 3936
Email: bwalker@esri.com

Number of pages transmitted
(including this cover sheet): 3

Quotation #25772409
Document Date: 01/04/2017

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



esri[®] 380 New York Street
 Redlands, CA 92373
 Phone: 909-793-28533936
 Fax #: 909-307-3083

Quotation

Date: 01/04/2017

Quotation Number: 25772409

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
 380 New York Street
 Redlands, CA 92373-8100
 Attn: Barbara Walker

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
 File #54630
 Los Angeles, CA 90074-4630

Hidalgo County Drainage District 1
 902 N Doolittle
 Edinburg TX 78541
 Attn: Lora Briones

Phone: 956-292-7080
 Customer Number: 316928

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 04/05/2017 End Date: 04/04/2018	3,000.00	3,000.00
1010	1	52385 ArcGIS Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 04/05/2017 End Date: 04/04/2018	1,200.00	1,200.00
2010	1	161328 ArcGIS Enterprise Standard Up to Four Cores Maintenance Start Date: 04/05/2017 End Date: 04/04/2018	5,000.00	5,000.00
			Item Subtotal	9,200.00
			Estimated Tax	0.00
			Total	\$ 9,200.00

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

This quotation is good for 90 days.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Barbara Walker **Ext:** 3936

[CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 909-793-28533936
Fax #: 909-307-3083

Quotation

Page 2

Date: 01/04/2017

Quotation No: 25772409

Customer No: 316928

Item	Qty	Material#	Unit Price	Extended Price
------	-----	-----------	------------	----------------

IF YOU WOULD LIKE TO RECEIVE AN INVOICE FOR THIS MAINTENANCE QUOTE YOU MAY DO ONE OF THE FOLLOWING:

- RESPOND TO THIS EMAIL WITH YOUR AUTHORIZATION TO INVOICE
- SIGN BELOW AND FAX TO 909-307-3083
- FAX YOUR PURCHASE ORDER TO 909-307-3083
- EMAIL YOUR PURCHASE ORDER TO Service@esri.com

REQUESTS VIA EMAIL OR SIGNED QUOTE INDICATE THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION AND THAT YOUR ORGANIZATION DOES NOT REQUIRE A PURCHASE ORDER.

If there are any changes required to your quotation, please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

This transaction is governed exclusively by the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal; such terms are incorporated in this quotation by reference. Acceptance is limited to the terms of this quotation. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. State of California government entities may purchase under the terms of <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/addendums/california.pdf>, titled Addendum to State of California Purchases. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer or confirmation sent or to be sent by buyer.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue a software support invoice in the amount of \$_____ plus sales tax, if applicable.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

Name (Please Print)

Title



**HIDALGO COUNTY
DRAINAGE DISTRICT**

902 N. DOOLITTLE
EDINBURG, TEXAS 78542

PURCHASE ORDER

Attention: MIKE KANTO

Shipping Address: 902 N. Doolittle
Edinburg, TX 78542

Vendor Address:
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE,
INC.
FILE#54630
LOS ANGELES, CA 90074-4630

Shipping Method: N/A

Comments
ESRI RENEWAL LICENSE FROM 4-05-17 TO 04-04-18, REQ# 103935, QUOTE# 25772409

Date	Number
1/5/2017	630853

ID	Description	QTY	Unit Price	Total	Yr	Fund	Fn	Budget	GL	F1	F2
	ARCGIS DESKTOP ADV CONCURRENT USE	1.00	3,000.00	3,000.00	17	110	415	003-...	43360	000	000
	ARCGIS DESKTOP ADV CONCURRENT USE	1.00	1,200.00	1,200.00	17	110	415	003-...	43360	000	000
	ARCGIS ENTERPRISE STANDARD	1.00	5,000.00	5,000.00	17	110	415	003-...	43360	000	000

Purchase Order Total: \$9,200.00

ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC.

Authorized By:

Requisition Information

Requisition Number:	103935	Status:	Modified Request
Title:	ESRI RENEWAL LICENSE FROM 4-05-2017 TO 04-04-2018	Requested By:	Mike.Kanto
Requested For:	MIKE.KANTO	Date Submitted:	1/4/2017
Vendor:	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.	Date Required By:	1/5/2017
Shipping Method:	N/A	Date Approval Needed By:	1/5/2017
Urgent:		Shipping Address Code:	<Main>
Do Not Allow Changes:		Billing Address Code:	<Main>

Category Code	Item Code	Item Description
	<i>ASAEL</i> <i>MIKE</i>	ARCGIS DESKTOP ADV CONCURRENT USE ARCGIS DESKTOP ADV CONCURRENT USE ARCGIS ENTERPRISE STANDARD

Special Instructions	GL Code	Distribution Code
ESRI RENEWAL LICENSE FROM 4-05-2017 TO 04-04-2018	43360	003-ADMIN
	43360	003-ADMIN
	43360	003-ADMIN

Purchase Unit	Quantity	Unit Price	Item Total	PO Number
EA	1.000000	3000.00	3000.00	
EA	1.000000	1200.00	1200.00	
EA	1.000000	5000.00	5000.00	
<i>Low Ball</i> <i>1/5/17</i>				

Requisition Total: \$9,200.00

01/04/17 11:08 AM

AI -57977

12.

DRAINAGE DISTRICT

Meeting Date: 01/10/2017

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval of closing documents for the following parcels and authority for Chairman of the Board to sign as it relates to Hidalgo County Regional Mobility Authority State Highway 365 Project:

- A.) Parcel 80B
- B.) Parcel 110
- C.) Parcel 112A
- D.) Parcel 113A

BACKGROUND

Fiscal Impact

Attachments

- 80B Closing Docs
- 80B Deed
- 110 Closing Docs
- 110 Deed
- 112 Closing Docs
- 112 Deed
- 113 Closing Docs
- 113 Deed

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	01/06/2017 05:36 PM
Form Started By: Jaime Salazar		Started On: 01/06/2017 09:45 AM
Final Approval Date: 01/06/2017		

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT		B. TYPE OF LOAN				
		1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input type="checkbox"/> Conv. Unins. 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins.				
		6. FILE NUMBER: 0003168481			7. LOAN NUMBER:	
		8. MORTGAGE INS CASE NUMBER:				
C. NOTE: <i>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 "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.</i>						
D. NAME AND ADDRESS OF BUYER: Hidalgo County Regional Mobility Authority PO BOX 1766, PHARR, TX 78577		E. NAME AND ADDRESS OF SELLER: Hidalgo County Drainage District No.1, a political subdivision of the State of Texas 902 N. Doolittle Rd, Edinburg, TX 78542		F. NAME AND ADDRESS OF LENDER:		
G. PROPERTY LOCATION: Not Known Lot(s): 1, Block: 6 Rio Bravo Plantation		H. SETTLEMENT AGENT: Sierra Title of Hidalgo County, Inc. PLACE OF SETTLEMENT: 3401 N. 10th Street McAllen, TX 78501		I. SETTLEMENT DATE: December 5, 2016 DISBURSEMENT DATE: December 5, 2016		

J. SUMMARY OF BUYER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BUYER:	
101. Contract sales price	24.00
102. Personal property	
103. Settlement charges to buyer (line 1400)	804.50
104.	
105.	
<i>Adjustments for items paid by seller in advance</i>	
106. City/Town taxes	
107. County taxes	
108. Assessments	
109.	
110.	
111.	
112.	
120. GROSS AMOUNT DUE FROM BUYER	828.50
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:	
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.	
<i>Adjustments for items unpaid by seller</i>	
210. City/Town taxes	
211. County taxes	
212. Assessments	
213.	
214.	
215.	
216.	
217. NO ACCOUNT FOUND PARTIAL TAKE	
218.	
219.	
220. TOTAL PAID BY/FOR BUYER	0.00
300. CASH AT SETTLEMENT FROM/TO BUYER:	
301. Gross amount due from Buyer (Line 120)	828.50
302. Less amount paid by/for Buyer (Line 220)	()
303. CASH FROM BUYER	828.50

K. SUMMARY OF SELLER'S TRANSACTION	
400. GROSS AMOUNT DUE TO SELLER:	
401. Contract sales price	24.00
402. Personal property	
403.	
404.	
405.	
<i>Adjustments for items paid by seller in advance</i>	
406. City/Town taxes	
407. County taxes	
408. Assessments	
409.	
410.	
411.	
412.	
420. GROSS AMOUNT DUE TO SELLER	24.00
500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	To:
505. Payoff of second mortgage loan	To:
506.	
507.	
508.	
509.	
<i>Adjustments for items unpaid by seller</i>	
510. City/Town taxes	
511. County taxes	
512. Assessments	
513.	
514.	
515.	
516.	
517. NO ACCOUNT FOUND PARTIAL TAKE	
518.	
519.	
520. TOTAL REDUCTION AMOUNT DUE SELLER	0.00
600. CASH AT SETTLEMENT TO/FROM SELLER:	
601. Gross amount due to Seller (Line 420)	24.00
602. Less reductions due Seller (Line 520)	(0.00)
603. CASH TO SELLER	24.00

L. SETTLEMENT CHARGES

700. TOTAL COMMISSION Based on Price				PAID FROM BUYER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
\$	@	%			
Division of Commission (line 700) as Follows:					
701.	to				
702.	to				
703. Commission Paid at Settlement					
The following persons, firms or corporations received a portion of the real estate commission amount shown above:					
704.	to				
800. ITEMS PAYABLE IN CONNECTION WITH LOAN					
801.	Loan Origination Fee	% to			
802.	Loan Discount	% to			
803.	Appraisal fee	to			
804.	Credit report	to			
805.	Lender's inspection fee	to			
806.	Mortgage insurance application fee	to			
807.	Assumption fee	to			
808.		to			
809.		to			
810.		to			
811.		to			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE					
901.	Interest From	12/05/16 to 01/01/17 @ \$ /day (27 days %)			
902.	Mortgage insurance premium	for month to			
903.	Hazard insurance premium	for year to			
904.		for year to			
905.		to			
1000. RESERVES DEPOSITED WITH LENDER					
1001.	Hazard insurance	Months @ \$ per Month			
1002.	Mortgage insurance	Months @ \$ per Month			
1003.	City property taxes	Months @ \$ per Month			
1004.	County property taxes	Months @ \$ per Month			
1005.	Annual assessments	Months @ \$ per Month			
1006.		Months @ \$ per Month			
1007.		Months @ \$ per Month			
1008.		Months @ \$ per Month			
1100. TITLE CHARGES					
1101.	Settlement or closing fee	to Sierra Title of Hidalgo County, Inc.	500.00		
1102.	Abstract or title search	to			
1103.	Title examination	to			
1104.	Title insurance binder	to			
1105.	Document preparation	to			
1106.	Notary fees	to			
1107.	Attorney's fees	to			
	(includes above item numbers:)			
1108.	Owner's policy premium	to Sierra Title of Hidalgo County, Inc.	238.00		
	(includes above item numbers:)			
1109.	Lender's coverage				
1110.	Owner's coverage	\$ 24.00 238.00			
1111.	State of Texas Policy Guaranty Fee (O)	to Texas Title Insurance Guaranty Association	3.00		
1112.		to			
1113.	E filing fee (B)	to Sierra Title of Hidalgo County, Inc.	3.50		
1114.		to			
1115.		to			
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201.	Recording fees: Deed \$ 60.00; Mortgage ; Releases		60.00		
1202.	City/County tax/stamps: Deed ; Mortgage				
1203.	State tax/stamps: Deed ; Mortgage				
1204.		to			
1205.		to			
1300. ADDITIONAL SETTLEMENT CHARGES					
1301.	Survey	to			
1302.	Pest inspection	to			
1303.		to			
1304.		to			
1305.		to			
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)				804.50	0.00

HUD-1, Attachment

Buyer: Hidalgo County Regional Mobility
Authority
PO BOX 1766
PHARR, TX 78577

Seller: Hidalgo County Drainage District No.1,
a political subdivision of the State of
Texas
902 N. Doolittle Rd
Edinburg, TX 78542

Lender:

Settlement Agent: Sierra Title of Hidalgo County, Inc.
(956)682-8321

Place of Settlement: 3401 N. 10th Street
McAllen, TX 78501

Settlement Date: December 5, 2016

Disbursement Date: December 5, 2016

Property Location: Not Known

Lot(s): 1, Block: 6 Rio Bravo Plantation

Hidalgo County Regional Mobility Authority

Hidalgo County Drainage District No.1, a political
subdivision of the State of Texas

BY: _____
Hidalgo County Regional Mobility Authority,
By: Half Associates, Inc.,
By: John Howell, Right of Way Specialist

BY: _____
Ramon Garcia, Chairman of the Board

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Sierra Title of Hidalgo County, Inc.
Settlement Agent

ADDENDUM

G.F. No.: 0003168481

DATE: December 5, 2016

Not Known,

Line 303 Amount: \$828.50

Line 603 Amount: \$24.00

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.

The Seller's and Purchaser's/Borrower's signatures hereon acknowledge their approval and signify their understanding that tax and insurance pro-rations and reserves are based on figures for the preceding year or supplied by others or estimated for the current year, and in the event of any change for the current year, all necessary adjustments will be made between Purchaser/Borrower and Seller directly. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Settlement Agent by the Seller.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

I hereby authorize the Settlement Agent to make expenditures and disbursements as shown above and approve same for payment.

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas

Hidalgo County Regional Mobility Authority

BY: _____
Ramon Garcia, Chairman of the Board

BY: _____
Hidalgo County Regional Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

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.

Settlement Agent:

Date:

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 Sections 1001 and 1010.

HUD-1 SETTLEMENT STATEMENT ADDENDUM

December 5, 2016

RE: GF NO.: 0003168481

PROPERTY ADDRESS: Not Known,

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.

Hidalgo County Regional Mobility Authority
BY: _____
Hidalgo County Regional Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas
BY: _____
Ramon Garcia, Chairman of the Board

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.

Settlement Agent

Date

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.

TAX INFORMATION AND PRORATION AGREEMENT

Purchaser and Seller understand the Escrow Agent has assembled the information representing this transaction from the best available sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this statement. Purchaser and Seller understand that tax and insurance proration and reserves were based on figures for the preceding year or estimates for the current year. In the event of any change for the current year, all necessary adjustments must be made directly between the parties. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Title Company by Seller.

PURCHASER TO CLAIM HOMESTEAD EXEMPTION AT HIDALGO COUNTY APPRAISAL DISTRICT, 4405 S. PROFESSIONAL DRIVE, EDINBURG, TX 78540, BETWEEN JANUARY 1 AND MAY 1. PURCHASER UNDERSTANDS THAT IT IS HIS DUTY TO RENDER THIS PROPERTY TO THE APPROPRIATE TAXING BODIES, CLAIMING WHAT OTHER EXEMPTIONS TO WHICH HE MIGHT BE ENTITLED, AND TO VERIFY THE ASSESSMENT.

SELLER AGREES TO INDEMNIFY BUYER FOR ANY UNPAID PRIOR YEARS' TAXES IF ANY SUCH TAXES ARE DETERMINED BY THE APPROPRIATE TAXING AUTHORITY.

THE BUYER FURTHER UNDERSTANDS THAT THE OWNERS TITLE POLICY IS SUBJECT TO SUBSEQUENT ASSESSMENTS FOR PRIOR YEARS DUE TO CHANGE IN LAND USAGE OR OWNERSHIP.

Hidalgo County Regional Mobility Authority
BY: _____
Hidalgo County Regional Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas
BY: _____
Ramon Garcia, Chairman of the Board

**CONTROLLED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT -
TAX SERVICE**

To: THE UNDERSIGNED
From: SIERRA TITLE OF HIDALGO COUNTY, INC.
Property: Not Known,
Date: December 5, 2016

This is to give you notice that **Sierra Title of Hidalgo County, Inc.** has a business relationship with **Tax Service of Hidalgo County** in that the majority stockholder in **Sierra Title of Hidalgo County, Inc.**, and the majority stockholder in **Tax Service of Hidalgo County** are the same individual. Because of this relationship, this referral may provide **Sierra Title of Hidalgo County, Inc.** a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are **NOT** required to use the listed provider(s) as a condition for [settlement of your loan on] (or) [purchase, sale, or refinance of] the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICES PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Provider of settlement services	Charge or range of charges
<u>Tax Information and Tax Certificates</u>	<u>\$54.13</u>

ACKNOWLEDGMENT

I/we have read the disclosure form and understand that **Sierra Title of Hidalgo County, Inc.** is referring me/us to purchase the above described settlement services(s) and may receive a financial or other benefit as a result of this referral.

Hidalgo County Regional Mobility Authority

BY: _____
Hidalgo County Regional Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas

BY: _____
Ramon Garcia, Chairman of the Board

DISPUTE RESOLUTION BY BINDING ARBITRATION

At any party's request, any and all disputes arising under or relating to this real estate closing and the closing or settlement services rendered by **Sierra Title of Hidalgo County, Inc.** will be submitted to an arbitrator or arbitrating body for binding arbitration and prompt resolution. Both the Title Company and Customer agree to be bound by this provision and the results of said arbitration. Customer understands and agrees that she/he has the right to consult independent counsel regarding this provision and if accepted, the provision will eliminate all Parties' right to a jury trial in any and all disputes that may arise against each other.

Hidalgo County Regional Mobility Authority

BY: _____
Hidalgo County Regional Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas

BY: _____
Ramon Garcia, Chairman of the Board

SIERRA TITLE OF HIDALGO COUNTY, INC.

AFFIDAVIT AND INDEMNITY AS TO DEBTS, LIENS AND POSSESSION
 (USE SEPARATE FORM FOR EACH PARTY)
 TO BE FILLED IN PERSONALLY BY SELLER OR BORROWER IN HIS/HER OWN HANDWRITING

File No.: 0003168481
 SUBJECT PROPERTY: Lot(s): 1, Block: 6 Rio Bravo Plantation

STATE OF TEXAS
 COUNTY OF HIDALGO

Before me, the undersigned authority on this day personally appeared Hidalgo County Drainage District No.1, a political subdivision of the State of Texas.
 Seller or Owner-Borrower* or Contractor (if new construction)

personally known to me to be the person whose name is subscribed hereto and upon his oath deposes and says that no proceedings in bankruptcy or receivership have been instituted by or against him and that the marital status of affiant has not changed since the day of acquisition of said property and represents to the purchaser and/or Lender in this transaction that there are:

1. No unpaid debts for plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennae, carpeting, rugs, lawn sprinkling systems, venetian blinds, window shades, draperies, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statement, security agreement or otherwise except the following: (If NONE, write "NONE" on blank line)

Creditor	Approximate Amount
_____	_____
_____	_____

2. No loans or liens (including Federal or State Liens and Judgment Liens) and no unpaid governmental or association taxes or assessments of any kind on such property except the following: (If NONE, write "NONE" on blank line)

Creditor	Approximate Amount
_____	_____
_____	_____

3. All labor and material used in the construction of improvements on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or the property upon which same are situated, and I hereby declare that all sums of money due for the erection of improvements have been fully paid and satisfied, except as follows: (If NONE, write "NONE" on blank line)

4. No parties are in possession other than affiant, except as follows: (If NONE, write "NONE" on blank line)

5. *To be filled in if a sale -*The Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign entity (as defined in the Internal Revenue Code and Income Tax Regulations). Seller's U.S. employer identification number (or social security number) is: . Seller's address (office address, if seller is an entity; home address if seller is an individual) is:

902 N. Doolittle Rd, Edinburg, TX 78542

This affidavit may be disclosed to the Internal Revenue Service and is furnished to Buyer to inform Buyer that withholding of tax is not required under Section 1445 of the Internal Revenue Code.

INDEMNITY: I AGREE TO PAY ON DEMAND TO THE PURCHASERS AND/OR LENDER IN THIS TRANSACTION, THEIR SUCCESSORS AND ASSIGNS, ALL AMOUNTS SECURED BY ANY AND ALL LIENS NOT SHOWN ABOVE, TOGETHER WITH ALL COSTS, LOSS AND ATTORNEY'S FEES THAT SAID PARTIES MAY INCUR IN CONNECTION WITH SUCH UNMENTIONED LIENS, PROVIDED SAID LIENS EITHER CURRENTLY APPLY TO SUCH PROPERTY, OR A PART THEREOF, OR ARE SUBSEQUENTLY ESTABLISHED AGAINST SAID PROPERTY AND ARE CREATED BY ME, KNOWN BY ME, OR HAVE AN INCEPTION DATE PRIOR TO THE CONSUMMATION OF THIS TRANSACTION.

I realize that the purchaser and/or Lender in this transaction are relying on the representations contained herein in purchasing same or lending money thereon and would not purchase same or lend money thereon unless said representations were made. If Seller or Borrower is an entity, I have authority to sign on its behalf.

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas

BY: _____
 Ramon Garcia, Chairman of the Board

Subscribed and sworn to before me this _____ day of _____, _____.

By _____

Notary Public

*Note: This form is to be filled in and signed by seller in case of sale. If no sale, it is to be filled in and signed by the owner-borrower. If there is any new construction, the contractor must also join in this form or fill in and sign a separate one.

*If seller is a non-resident alien, foreign corporation, etc., call your manager or Legal Department.

NOTE TO BUYER: Buyer must retain until end of fifth taxable year following taxable year of transfer and must file with the Internal Revenue Service if required by regulation or otherwise.

Revised 01/02

**INSTRUCTIONS FOR DISBURSEMENT OF
SELLERS PROCEEDS**

Call when check is ready:

Seller(s) at home _____ work _____ cell _____

Realtor at _____

Other _____ at Phone No. _____

Mail check to: _____

Federal Express check to: _____

Wire Transfer funds to:
Name of Receiving Bank: _____
ABA No.: _____
Credit to the account of: _____
Account No.: _____

Deposit into Acct. No. _____ (Deposit Slip Attached)

Make check payable to Seller's Attorney:
_____, Trustee

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas

BY: _____
Ramon Garcia, Chairman of the Board

**CERTIFICATION FOR NO INFORMATION REPORTING
ON THE SALE OR EXCHANGE OF A PRINCIPAL RESIDENCE**

This form may be completed by the seller of a principal residence. This information is necessary to determine whether the sale or exchange should be reported to the seller, and to the Internal Revenue Service on Form 1099-S, Proceeds From Real Estate Transactions. If the seller properly completes Parts I and III, and makes a "true" response to assurances (1) through (6) in Part II (or a "not applicable" response to assurance (6)), no information reporting to the seller. The term "seller" includes each owner of the residence that is sold or exchanged. Thus, if a residence has more than one owner, a real estate reporting person must either obtain a certification from each owner (whether married or not) or file an information return and furnish a payee statement for any owner that does not make the certification.

Part I. Seller Information

1. Name: Hidalgo County Drainage District No.1, a political subdivision of the State of Texas
2. Address or legal description (including city, state, and zip code) of residence being sold or exchanged:

Not Known,
3. Taxpayer Identification No. (TIN): 73-1680959

Part II. Seller Assurances

Check "True or False" for assurances (1) through (5) and "true", "false", or "not applicable" for assurance (6).

- | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|--------------------------|--|--|--------------------------|--------------------------|---|--------------------------|--------------------------|---|--------------------------|--------------------------|--|--------------------------|--------------------------|--|--------------------------|--------------------------|---|------|-------|-----|--------------------------|--------------------------|--------------------------|---|---|
| <table border="0"> <tr> <td style="padding-right: 10px;">True</td> <td style="padding-right: 10px;">False</td> <td></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>1. I owned and used the residence as my principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence.</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>2. I have not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence (not taking into account any sale or exchange before May 7, 1997).</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>3. No portion of the residence has been used for business or rental purposes by me (or my spouse if I am married) after May 6, 1997.</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>4. At least one of the following three statements applies:
The sale or exchange is of the entire residence for \$250,000 or less.
<p align="center">or</p>I am married, the sale or exchange is of the entire residence for \$500,000 or less, <u>and</u> the gain on the sale or exchange of the entire residence is \$250,000 or less.
<p>I am married, the sale or exchange is of the entire residence for \$500,000 or less, <u>and</u> (a) I intend to file a joint return for the year of the sale or exchange, (b) my spouse also used the residence as his or her principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence, and (c) my spouse also has not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence (not taking into account any sale or exchange before May 7, 1997).</p></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>5. During the 5-year period ending on the date of the sale or exchange of the residence, I did not acquire the residence in an exchange to which section 1031 of the Internal Revenue Code applied.</td> </tr> <tr> <td>True</td> <td>False</td> <td>N/A</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table> | True | False | | <input type="checkbox"/> | <input type="checkbox"/> | 1. I owned and used the residence as my principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence. | <input type="checkbox"/> | <input type="checkbox"/> | 2. I have not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence (not taking into account any sale or exchange before May 7, 1997). | <input type="checkbox"/> | <input type="checkbox"/> | 3. No portion of the residence has been used for business or rental purposes by me (or my spouse if I am married) after May 6, 1997. | <input type="checkbox"/> | <input type="checkbox"/> | 4. At least one of the following three statements applies:
The sale or exchange is of the entire residence for \$250,000 or less.
<p align="center">or</p> I am married, the sale or exchange is of the entire residence for \$500,000 or less, <u>and</u> the gain on the sale or exchange of the entire residence is \$250,000 or less.
<p>I am married, the sale or exchange is of the entire residence for \$500,000 or less, <u>and</u> (a) I intend to file a joint return for the year of the sale or exchange, (b) my spouse also used the residence as his or her principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence, and (c) my spouse also has not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence (not taking into account any sale or exchange before May 7, 1997).</p> | <input type="checkbox"/> | <input type="checkbox"/> | 5. During the 5-year period ending on the date of the sale or exchange of the residence, I did not acquire the residence in an exchange to which section 1031 of the Internal Revenue Code applied. | True | False | N/A | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <table border="0"> <tr> <td>6. If my basis in the residence is determined by reference to the basis in the hands of a person who acquired the residence in an exchange to which section 1031 of the Internal Revenue Code applied, the exchange to which section 1031 applied occurred more than 5 years prior to the date I sold or exchanged the residence.</td> </tr> </table> | 6. If my basis in the residence is determined by reference to the basis in the hands of a person who acquired the residence in an exchange to which section 1031 of the Internal Revenue Code applied, the exchange to which section 1031 applied occurred more than 5 years prior to the date I sold or exchanged the residence. |
| True | False | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | 1. I owned and used the residence as my principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence. | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | 2. I have not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence (not taking into account any sale or exchange before May 7, 1997). | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | 3. No portion of the residence has been used for business or rental purposes by me (or my spouse if I am married) after May 6, 1997. | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. At least one of the following three statements applies:
The sale or exchange is of the entire residence for \$250,000 or less.
<p align="center">or</p> I am married, the sale or exchange is of the entire residence for \$500,000 or less, <u>and</u> the gain on the sale or exchange of the entire residence is \$250,000 or less.
<p>I am married, the sale or exchange is of the entire residence for \$500,000 or less, <u>and</u> (a) I intend to file a joint return for the year of the sale or exchange, (b) my spouse also used the residence as his or her principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence, and (c) my spouse also has not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence (not taking into account any sale or exchange before May 7, 1997).</p> | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | 5. During the 5-year period ending on the date of the sale or exchange of the residence, I did not acquire the residence in an exchange to which section 1031 of the Internal Revenue Code applied. | | | | | | | | | | | | | | | | | | | | | | | | |
| True | False | N/A | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | |
| 6. If my basis in the residence is determined by reference to the basis in the hands of a person who acquired the residence in an exchange to which section 1031 of the Internal Revenue Code applied, the exchange to which section 1031 applied occurred more than 5 years prior to the date I sold or exchanged the residence. | | | | | | | | | | | | | | | | | | | | | | | | | | |

Part III. Seller Certification

Under penalties of perjury, I certify that all the above information is true as of the end of the day of the sale or exchange.

Hidalgo County Drainage District No.1, a political subdivision of
the State of Texas

BY: _____ Date _____
Ramon Garcia, Chairman of the Board

NOTE: REAL ESTATE REPORTING PERSON MUST RETAIN THIS CERTIFICATION
FOR FOUR YEARS AFTER THE YEAR OF THE SALE.

BUYER'S MAILING ADDRESS VERIFICATION FORM

****THIS FORM MUST BE FILLED OUT COMPLETELY****

GF No.: 0003168481

Borrower/Buyer Name(s): Hidalgo County Regional Mobility Authority

It is imperative that we have your correct mailing address for forwarding of all correspondence and/or any and all legal documentation and/or title policies.

Mailing Address: (Below, please list the exact address where mail must be sent, include Post Office Box Number, Apartment Number, Unit Number, etc.)

Street Address (include Unit no. or Apt. no.)

P.O. Box

City

State

Zip Code

Phone Information

Buyer One

Buyer Two

Home No.: _____

Business No.: _____

Mobile No.: _____

Email Address: _____

Date of Birth: _____

Social Security No.: _____

Drivers License No.: _____

Hidalgo County Regional Mobility Authority

Date

SELLER'S MAILING ADDRESS VERIFICATION FORM

****THIS FORM MUST BE FILLED OUT COMPLETELY****

GF No.: 0003154123

Seller Name(s): Hidalgo County Drainage District No.1, a political subdivision of the State of Texas

It is imperative that we have your correct mailing address for forwarding of all correspondence and/or any and all legal documentation and/or title policies.

Mailing Address: (Below, please list the exact address where mail must be sent, include Post Office Box Number, Apartment Number, Unit Number, etc.)

Street Address (include Unit no. or Apt. no.)

P.O. Box

City

State

Zip Code

Phone Information

Seller One

Seller Two

Home No.: _____

Business No.: _____

Mobile No.: _____

Email Address: _____

Date of Birth: _____

Social Security No.: _____

Drivers License No.: _____

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas

Ramon Garcia Chairman of the Board

Date: _____

TITLE COMPANY DISCLOSURES

GUARANTY FILE NO.: 0003168481

SELLER (whether one or more): Hidalgo County Drainage District No.1, a polotical subdivision of the State of Texas

BUYER (whether one or more): Hidalgo County Regional Mobility Authority

LENDER:

PROPERTY: Not Known,

By initialing some or all of the following items as may be appropriate for this transaction, each SELLER and/or BUYER acknowledges their understanding of the disclosures being made by Sierra Title of Hidalgo County, Inc. (hereinafter called "TITLE COMPANY"). Each disclosure is being made to BUYER and SELLER on behalf of both TITLE COMPANY and its title insurance underwriter.

Buyer's Initials	1. WAIVER OF INSPECTION. In consideration of the issuance by TITLE COMPANY to BUYER of either an Owner Policy of Title Insurance (T-1) or a Residential Policy of Title Insurance (T-1R) - (in this document either such policy, unless specifically referred to otherwise, is referred to as the "Owner Title Policy") insuring good and indefeasible title to the Property, except as to be shown in Schedule B of the Owner Title Policy and subject to the terms and conditions of such Owner Title Policy, BUYER hereby waives any obligation on the part of TITLE COMPANY to inspect the Property.
_____ _____	

BUYER agrees to accept an Owner Title Policy containing the Schedule B exception 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 on Schedule A of the Owner Title Policy. Within the meaning of this exception, "possession" includes open acts or visible evidence of occupancy and any visible and apparent roadway or easement on or across all or any part of the Property, but this exception does not extend to any right, claim, or interest evidenced by a document recorded in the real estate records maintained by the County Clerk of the county in which the Property is located.

However, if the BUYER does not initial this paragraph, the BUYER is indicating the BUYER'S refusal to accept an Owner Title Policy containing an exception as to "RIGHTS OF PARTIES IN POSSESSION". The TITLE COMPANY may then require an inspection of the Property and additional charges may be assessed for the reasonable and actual costs of such an inspection. TITLE COMPANY may make additional exceptions in Schedule B of the Owner Title Policy for matter as revealed by such inspection.

Buyer's Initials	2. RECEIPT OF COMMITMENT. BUYER hereby acknowledges having received and reviewed a copy of the Commitment for Title Insurance issued in connection with the above referenced transaction and any copies of the documents described therein requested by BUYER. BUYER understands that the Owner Title Policy will contain the exceptions set forth in Schedule B of the Commitment for Title Insurance, together with any additional exceptions to title resulting from the final down date search of the public records and from the documents involved in this transaction and any additional exceptions for items shown in Schedule C of the Commitment for Title Insurance which have not been resolved.
_____ _____	

Buyer's Initials	3. UNSURVEYED PROPERTY. BUYER understands that no up-to-date survey of the Property has been done in connection with this transaction and that the Owner Title Policy to be issued to BUYER will not provide title insurance coverage against encroachments and/or protrusions of improvements, boundary conflicts, or other matters that would be found by a current survey. TITLE COMPANY has not attempted to determine if the Property lies in a special flood hazard area, and TITLE COMPANY has not made any representation concerning proximity of the Property in relation to any flood-plain or flood hazard area. BUYER is advised that information concerning special flood hazard areas may be available from county or municipal offices, a qualified surveyor or land-engineering company, or a private flood-plain consultant.
_____ _____	

Buyer's
Initials

4. **BOUNDARY COVERAGE.** As proposed to be issued, BUYER'S Owner Title Policy will contain a general exception to any discrepancies or conflicts in area or boundary lines, and any encroachments, protrusions, or overlapping of improvements. On payment of an additional 15% of the Owner Title Policy premium, policy coverage against these matters is available, subject to TITLE COMPANY'S approval of a current survey of the Property and without limiting specific exceptions to matters disclosed by the survey. BUYER DECLINES TO OBTAIN THIS ADDITIONAL COVERAGE.

Seller's
Initials

Buyer's
Initials

5. **PROPERTY TAX PRORATIONS.** Property taxes for the current year have been prorated between BUYER and SELLER, who each acknowledge and understand that these prorations are based upon (a) the sales price or the most current appraised value available and the most current tax rate available or (b) some other common method of estimation. SELLER warrants and represents that there are no past due taxes owed on the Property and if such warranty and representation is untrue, the SELLER shall reimburse TITLE COMPANY, on demand, for any sums paid by the TITLE COMPANY to pay such taxes, and any related penalty and interest. NO ACCOUNT FOUND PARTIAL TAKE

BUYER and SELLER each agree that, when the amount of the current year's taxes become known and payable they will adjust any changes of the proration and reimbursement between themselves and the TITLE COMPANY shall have no liability or obligation with respect to these prorations.

Buyer's
Initials

6. **TAX RENDITION AND EXEMPTIONS.** Although the Tax Appraisal District may independently determine BUYER'S new ownership and billing address, BUYER is still obligated by law to "render" the Property for taxation by notifying the Tax Appraisal District of the change in the Property's ownership and of BUYER'S proper address for tax billing. BUYER is advised that current year's taxes may have been assessed on the basis of various exemptions obtained by SELLER (i.e., homestead or over-65).

It is the BUYER'S responsibility to qualify for BUYER'S own tax exemptions and to meet any requirements prescribed by the taxing authorities. BUYER acknowledges and understands these obligations and the fact that TITLE COMPANY assumes no responsibility for future accuracy of Tax Appraisal District records concerning ownership, tax-billing address, or status of exemptions.

Buyer's
Initials

7. **HOMEOWNER'S ASSOCIATION.** BUYER acknowledges that ownership of the Property involves membership in a Homeowner's, Condominium or other Property Owner's Association, to which monthly or annual dues or assessments may be owed. These dues or assessments may be enforceable by a lien against the Property. BUYER understands that the Association (or its managing agent) should be contacted by BUYER immediately to ascertain the exact amount of future dues or assessments. TITLE COMPANY has made no representations with respect to, such Associations' annual budget, pending repairs or deferred maintenance, if any, or other debts of the Association. BUYER accepts sole responsibility to obtain such information and verify its accuracy to BUYER'S satisfaction. NO ASSOCIATION

Seller's
Initials

Buyer's
Initials

8. **CLOSING DISCLAIMER.** SELLER and BUYER each acknowledge and understand that the above referenced transaction has not yet "closed". Any change in the possession of the Property takes place AT BUYER'S AND SELLER'S OWN RISK. THIS TRANSACTION IS NOT "CLOSED" UNTIL:

- a. ALL TITLE REQUIREMENTS ARE COMPLETED TO THE SATISFACTION OF TITLE COMPANY;
- b. ALL NECESSARY DOCUMENTS ARE PROPERLY EXECUTED, REVIEWED, AND ACCEPTED BY THE PARTIES TO THIS TRANSACTION AND BY TITLE COMPANY; AND,
- c. ALL FUNDS ARE COLLECTED AND DELIVERED TO AND ACCEPTED BY THE PARTIES TO WHOM THEY ARE DUE.

Buyer's
Initials

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

You may require deletion of the arbitration provision of the Owner Title 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 9.

**Seller's
Initials**

10. IRS REPORTING. SELLER acknowledges having received at closing a copy of the HUD-1 Settlement Statement as a Substitute Form 1099-S. In accordance with federal tax regulations, information from the HUD-1 Statement will be furnished to the Internal Revenue Service.

**Seller's
Initials**

**Buyer's
Initials**

11. ERRORS AND OMISSIONS. In the event that any of the documents prepared in connection with the closing of this transaction contain errors which misstate or inaccurately reflect the true and correct terms, conditions and provisions of this closing, and the inaccuracy or misstatement is due to a clerical error or to a unilateral mistake on the part of the TITLE COMPANY, or to a mutual mistake on the part of the TITLE COMPANY and/or the SELLER and/or the BUYER, the undersigned agree to execute, in a timely manner, such correction documents as TITLE COMPANY may deem necessary to remedy such inaccuracy or misstatement.

**Buyer's
Initials**

12. ATTORNEY REPRESENTATION AND NOTICE. BUYER may wish to consult an attorney to discuss the matters shown on Schedule B or C of the Commitment for Title Insurance that was issued in connection with this transaction. These matters will affect the title and use of the Property. The Title Insurance Policy will be a legal contract between BUYER and the underwriter. Neither the Commitment for Title Insurance nor the Title Insurance Policy is an abstract of title, title reports or representations of title. They are contracts of indemnity. No representation is made that your intended use of the Property is allowed under law or under the restrictions or exceptions affecting the property.

SELLER SIGNATURE

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas

BY: _____
Ramon Garcia, Chairman of the Board

Subscribed and sworn to before me this _____ day of _____, _____.

By _____

Notary Public

BUYER SIGNATURE

Hidalgo County Regional Mobility Authority

BY: _____
Hidalgo County Regional Mobility Authority,
By: Half Associates, Inc.,
By: John Howell, Right of Way Specialist

Subscribed and sworn to before me this _____ day of _____, _____.

By _____

Notary Public

WAIVER OF INSPECTION AND DISCLOSURE TO OWNER

TO: **Fidelity National Title** ("Title Insurer")
Sierra Title of Hidalgo County, Inc. ("The Company")

RE: Hidalgo County Drainage District No.1, a political subdivision of the State of Texas to Hidalgo County Regional Mobility Authority

GF (File) No.: **0003168481**

Land: **Parcel 113-A:**

Being a 0.006 of an acre (246.54 sq. ft.) tract of land, more or less out of Lot 1, Block 6, Rio Bravo Plantation Subdivision, Hidalgo County Texas, as per map recorded in Volume W, Page 197, Deed Records of Hidalgo County Texas, being out of that certain recorded in Warranty Deed Volume 330, Page 554, Deed Records of Hidalgo County, Texas, said 0.006 acre (246.54 sq. ft.), being more particularly described by metes and bounds as follows:

SEE EXHIBIT "A" ATTACHED.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof.

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.

Date: December 5, 2016

Signature:

Hidalgo County Regional Mobility Authority

BY: _____
Hidalgo County Regional Mobility Authority,
By: Half Associates, Inc.,
By: John Howell, Right of Way Specialist

**SUBSTITUTE FORM 1099-S
PROCEEDS FROM REAL ESTATE TRANSACTIONS
FOR THE TAX YEAR: 2016**

OMB No. 1545-0997

SETTLEMENT AGENT/FILER'S NAME AND ADDRESS

Sierra Title of Hidalgo County, Inc.

Filer's Federal Tax ID Number:

Order Number:

74-1649949

0003168481

3401 N. 10th Street
McAllen, TX 78501
956-682-8321

SELLER/TRANSFEROR'S NAME AND ADDRESS

Hidalgo County Drainage District No.1, a
political subdivision of the State of Te
902 N. Doolittle Rd
Edinburg, TX 78542

Transferor's Federal Tax ID Number:

XX-XXX0959

1) Date of Closing: 12/05/16	2) Gross Proceeds: 476.00	4) X here if property or services received:	5) Buyer's part of real estate tax: 0.00
3) Address or Legal Description: Not Known			

THIS IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION MAY BE IMPOSED ON YOU IF THIS ITEM IS REQUIRED TO BE REPORTED AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED.

YOU ARE REQUIRED BY LAW TO PROVIDE SIERRA TITLE OF HIDALGO COUNTY, INC. WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER. IF YOU DO NOT PROVIDE SIERRA TITLE OF HIDALGO COUNTY, INC. WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER, YOU MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES IMPOSED BY LAW.

UNDER PENALTIES OF PERJURY, I CERTIFY THAT THE NUMBER SHOWN ABOVE ON THIS STATEMENT IS MY CORRECT TAXPAYER IDENTIFICATION NUMBER.

I ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Hidalgo County Drainage District No.1, a political subdivision of
the State of Texas

Date

BY: _____

Date

Ramon Garcia, Chairman of the Board

Sign and return a copy of this form immediately to Sierra Title of Hidalgo County, Inc.

For sales or exchanges of certain real estate, the person responsible for closing a real estate transaction must report the real estate proceeds to the Internal Revenue Service and must furnish this statement to you. To determine if you have to report the sale or exchange of your main home on your tax return, see the 2016 Schedule D (Form 1040) instructions. If the real estate was not your main home, report the transaction on Form 4797, Form 6252, and/or Schedule D (Form 1040). If box 4 is checked and you received or will receive like-kind property, you must file Form 8824.

Federal mortgage subsidy. You may have to recapture (pay back) all or part of a federal mortgage subsidy if all the following apply:

- You received a loan provided from the proceeds of a qualified mortgage bond or you received a mortgage credit certificate.
- Your original mortgage loan was provided after 1990.
- You sold or disposed of your home at a gain during the first 9 years after you received the federal mortgage subsidy.
- Your income for the year you sold or disposed of your home was over a specified amount.

This will increase your tax. See Form 8828, and Pub. 523.

Transferor's identification number. For your protection, this form may show only the last four digits of your SSN, ITIN, or ATIN. However, the issuer has reported your complete identification number to the IRS, and, where applicable, to state and/or local governments.

Account number. May show an account or other unique number the filer assigned to distinguish your account.

Box 1. Shows the date of closing.

Box 2. Shows the gross proceeds from a real estate transaction, generally the sales price. Gross proceeds include cash and notes payable to you, notes assumed by the transferee (buyer), and any notes paid off at settlement. Box 2 does not include the value of other property or services you received or will receive. See Box 4.

Box 3. Shows the address or legal description of the property transferred.

Box 4. If marked, shows that you received or will receive services or property (other than cash or notes) as part of the consideration for the property transferred. The value of any services or property (other than cash or notes) is not included in box 2.

Box 5. Shows certain real estate tax on a residence charged to the buyer at settlement. If you have already paid the real estate tax for the period that includes the sale date, subtract the amount in box 5 from the amount already paid to determine your deductible real estate tax. But if you have already deducted the real estate tax in a prior year, generally report this amount as income on the "Other income" line of Form 1040. For more information, see Pub. 523, Pub. 525, and Pub. 530.

For Paperwork Reduction Act Notice, see the 2016 General Instructions for Certain Information Returns.
Department of the Treasury - Internal Revenue Service

TAX PRORATION AGREEMENT

GF No. 3168481

Date: _____, 2016

SELLER: Hidalgo County Drainage District No. 1, a political Subdivision of the State of Texas

BUYER: Hidalgo County Regional Mobility Authority

Parcel 113-A:

Being a 0.006 of an acre (246.54 sq. ft.) tract of land, more or less out of Lot 1, Block 6, Rio Bravo Plantation Subdivision, Hidalgo County Texas, as per map recorded in Volume W, Page 197, Deed Records of Hidalgo County Texas, being out of that certain recorded in Warranty Deed Volume 330, Page 554, Deed Records of Hidalgo County, Texas, said 0.006 acre (246.54 sq. ft.), being more particularly described by metes and bounds as follows:

SEE EXHIBIT "A" ATTACHED.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof

Execution of this agreement indicates our understanding of the handling of the property taxes by the Title Company in the above referenced transaction. Since the amount of property taxes due for the current year cannot be determined at this time, the purchasers will be given credit for their share of the current year's taxes, in consideration of which purchaser will accept liability for and pay the total tax for the year when taxes are due. This closing procedure is known as a proration. The amount upon which the proration is figured is only an estimate based upon (i) tax figures for the previous year, or, (ii) computation of tax liability for the property for the current year from current tax rates provided by the various taxing authorities.

*****NO TAX PRORATIONS*****

If the actual tax assessment exceeds the estimated amount prorated at closing, seller agrees to immediately reimburse the purchaser the additional sum owed for the period from January 1 up to the closing date. Should the actual tax assessments be less than the estimated amount prorated at closing, purchaser agrees to immediately reimburse the seller the excess amount prorated/credited at closing. **All parties understand that the Title Company will not be responsible for, nor will they be involved in any dispute concerning this tax proration settlement.** It is agreed that Seller and Purchaser will contact each other directly, and the refund will be paid immediately upon written notification (with supporting documentation) from the other party that same is due. It is agreed, as evidenced by this document, that SELLER shall be totally liable for the payment of any and all "rollback taxes" in the event said taxes are assessed at the time of any change in land usage

Purchaser specifically understands that, if the tax prorations for the current year are based upon a tax computation for the property as unimproved land and significant improvements have been added since the last tax assessment by the taxing authorities, the tax liability for the current year may be significantly higher than the tax computation figures upon which the tax proration is based. Purchaser further understands that the lender(s) in this transaction, if any, may choose to base payment into escrow reserves upon unimproved tax figures which could result in a significant escrow shortage on the loan when taxes are paid by the lender for the current year. Any demand by the lender(s) for reimbursement of the escrow shortage and/or readjustment of payments required into the escrow reserve could result in a significant increase of monthly payments due on the loan.

The purchasers have also been made aware that they must take a copy of their recorded deed when received to the Central Appraisal District in order to have the taxes changed into their names and file for any exemptions, which apply.

The undersigned further agree to indemnify and hold harmless Sierra Title Company and (name of underwriter) from any and all future loss, claims, or further cause of action, that may arise due to inadequacy, incompleteness, or inaccuracy of the tax computations for the tax figures used in the proration of taxes, or for action taken by **Sierra Title Company** and **SIERRA TITLE INSURANCE GUARANTY COMPANY**, based upon reliance on such inadequate, incomplete or inaccurate tax figures so used in the proration.

SELLER(S):

Hidalgo County Drainage District No. 1, a political Subdivision of the State of Texas

BY: _____
Ramon Garcia, Chairman of the Board

PURCHASER(S):

Hidalgo County Regional
Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way
Specialist

STATE OF TEXAS
COUNTY OF HIDALGO

SUBSCRIBED AND SWORN to before me on this _____ day of _____, by t McAllen Foreign Trade Zone, Inc., a Texas nonprofit corporation (formerly known as Hidalgo County Drainage District No. 1, a political Subdivision of the State of Texas BY: Ramon Garcia, Chairman of the Board to certify which witness my hand and seal of office.

Notary Public, in and for the State of

Notary's Printed Name
My Commission Expires: _____

STATE OF TEXAS
COUNTY OF HIDALGO

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 2016, by Hidalgo County Regional Mobility Authority, By: Halff Associates, Inc., By: John Howell, Right of Way Specialist, to certify which witness my hand and seal of office.

Notary Public, in and for the State of

Notary's Printed Name
My Commission Expires: _____



SIERRA TITLE COMPANY

3401 North 10th Street • McAllen, Texas 78501 • TEL.: (956) 682-8321

**EXECUTED LETTER PERTAINING TO:
COMMISSIONERS' COURT SUBDIVISION REGULATIONS AND CITY'S ZONING
ORDINANCES & SUBDIVISION REGULATIONS**

DATE: _____, 2016

BUYER(S)/BORROWER(S): Hidalgo County Regional Mobility Authority

GF NUMBER: 3168481

PROPERTY:

Parcel 113-A:

Being a 0.006 of an acre (246.54 sq. ft.) tract of land, more or less out of Lot 1, Block 6, Rio Bravo Plantation Subdivision, Hidalgo County Texas, as per map recorded in Volume W, Page 197, Deed Records of Hidalgo County Texas, being out of that certain recorded in Warranty Deed Volume 330, Page 554, Deed Records of Hidalgo County, Texas, said 0.006 acre (246.54 sq. ft.), being more particularly described by metes and bounds as follows:

SEE EXHIBIT "A" ATTACHED.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof

One of the provisions of the regulations is that no permit shall be issued or utilities connected until an approved Subdivision Plat has been recorded.

IT WILL BE YOUR RESPONSIBILITY to comply with the appropriate Subdivision Regulations by contacting the Hidalgo County Planning Department and/or the Planning Department of the appropriate City.

A receipt of a copy of this letter is hereby acknowledged by the undersigned.

Hidalgo County Regional Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the _____ day of _____, 2016, by Hidalgo County Regional Mobility Authority, By: Halff Associates, Inc., By: John Howell, Right of Way Specialist.

Notary Public, State of
Notary's name (printed):

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

SPECIAL WARRANTY DEED

HCRMA ROW CSJ: 3627-01-001

HCRMA TRACT: 113A

Grantor(s), whether one or more:

Hidalgo County Drainage District No. 1, a political subdivision of the State of Texas

Grantor's Mailing Address (including county):

902 N. Doolittle Road
Edinburg, TX 78542
(Hidalgo County)

Grantee:

Hidalgo County Regional Mobility Authority

Grantee's Authority:

The HCRMA is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The HCRMA is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):

Hidalgo County Regional Mobility Authority
P. O. Box 1766
Pharr, TX 78577
(Hidalgo County)

Consideration:

The sum of Twenty-Four and No/100 Dollars (\$24.00) to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

Property:

All of that certain tract or parcel of land in Hidalgo County, Texas, being more particularly described in the attached **Exhibit "A"** (the "**Property**").

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Hidalgo County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

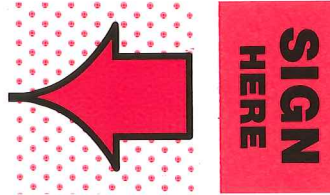
GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to the 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.

EXECUTED on the date(s) of acknowledgement indicated below.

GRANTORS:

Hidalgo County Drainage District No. 1, a political subdivision of the State of Texas:

By: _____
Ramon Garcia, Chairman of the Board



Acknowledgment

State of Texas,
County of Hidalgo:

This instrument was acknowledged before me on _____, 2016, by Ramon Garcia, as Chairman of the Board of Hidalgo County Drainage District No. 1, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public, State of Texas

EXHIBIT "A"

County: Hidalgo
Highway: H.C.R.M.A. SH 365 Segment 2
Project Limits: 874+86.64 to 875+10.93
ROW CSJ: 3627-01-001

July, 2016
Parcel 113-A
Page 1 of 4

Field Notes For Parcel 113-A

Being a 0.006 of an acre (246.54 sq. ft.) tract of land, more or less out of Lot 1, Block 6, Rio Bravo Plantation Subdivision, Hidalgo County Texas, as per map recorded in Volume W, Page 197, Deed Records of Hidalgo County Texas, being out of that certain 2.00 acre tract of land conveyed to Hidalgo County Drainage District Number One as recorded in Warranty Deed Volume 330, Page 554, Deed Records of Hidalgo County, Texas, said 0.006 acre (246.54 sq. ft.), being more particularly described by metes and bounds as follows:

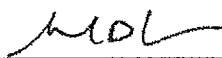
COMMENCING at a 5/8 inch iron rod found with aluminum cap stamped "H.C.R.M.A", at the intersection point of the North line of Lot 12, Block 6, Rio Bravo Plantation Subdivision, Hidalgo County Texas, as per map recorded in Volume W, Page 197, Deed Records of Hidalgo County, Texas, and the West Right of way line of 23rd Road (Spur 115), said point being the common corner of 4.16 acre tract of land conveyed to J.M. Moffitt Trustee, being an Abandoned Missouri Railroad Right of Way, and 36.24 acre tract of ;and (calculated) Conveyed to Edna Salinas in an Assumption Warranty Deed Recorded in Document Number 1816233, Official Records of Hidalgo County, Texas; **THENCE** North 03°32'06" East, a distance of 60.43, North 14°59'45" West, a distance of 80.78 feet, North 06°14'31" East, a Distance of 229.38 feet with the West right of way line of said 23rd Road (Spur 1154), to a 5/8 inch iron rod found with aluminum cap stamped "H.C.R.M.A", to a point being on a non-tangent curve, for the Southeast corner of this tract land and the **POINT OF BEGINNING** of herein described parcel, having a surface coordinates of X=1064279.0834, Y=16577208.1373, and being 136.00 feet left of and perpendicular to proposed baseline STA: 875+10.93;

1. **THENCE**, continuing with said curve to the left having a Radius of 13,964.00 feet, an Arc Length of 24.07 feet, a Chord Bearing of North 74°58'57" West, a Chord Distance of 24.07 feet, a Delta of 00°05'55", and a Tangent of 12.03 feet, to a five-eight (5/8) inch iron rod set with an aluminum cap stamped "H.C.R.M.A." on the North line of a 2.00 acre tract of land conveyed to Hidalgo County Drainage District Number One as recorded in Warranty Deed Volume 330, Page 554, Deed Records of Hidalgo County, Texas, for the Southwest corner of this tract of land;
2. **THENCE**, North 60°33'04" East, with the North line of said 2.00 acre tract of land a distance of 29.27 feet to a five-eight (5/8) inch iron rod set with an aluminum cap stamped "H.C.R.M.A." on the West right of way line of said 23rd Road (Spur 115) for the North corner of this tract of land;

3. **THENCE**, South $06^{\circ}14'31''$ West with the West right of way line of said 23rd Road (Spur 115), a distance of 20.75 feet to the PLACE OF BEGINNING, containing 0.006 of an acre (246.54 sq. ft.) tract of land, more or less.

NOTE: The Point of Beginning of this description has surface coordinates of $X=1064279.0834$, and $Y=16577208.1373$; All Bearings are based on the Texas State Plane Coordinate System, NAD 83 (1993 Adj.), South Zone. All Coordinates shown are surface and maybe converted to grid by multiplying by TXDOT conversion factor of 0.999996;

A survey plat of even date was prepared and made a part of this metes and bounds description.



Samuel D. Maldonado, PE, RPLS
R.P.L.S. No. 6027
SAM Engineering and Surveying (SAMES, Inc.)



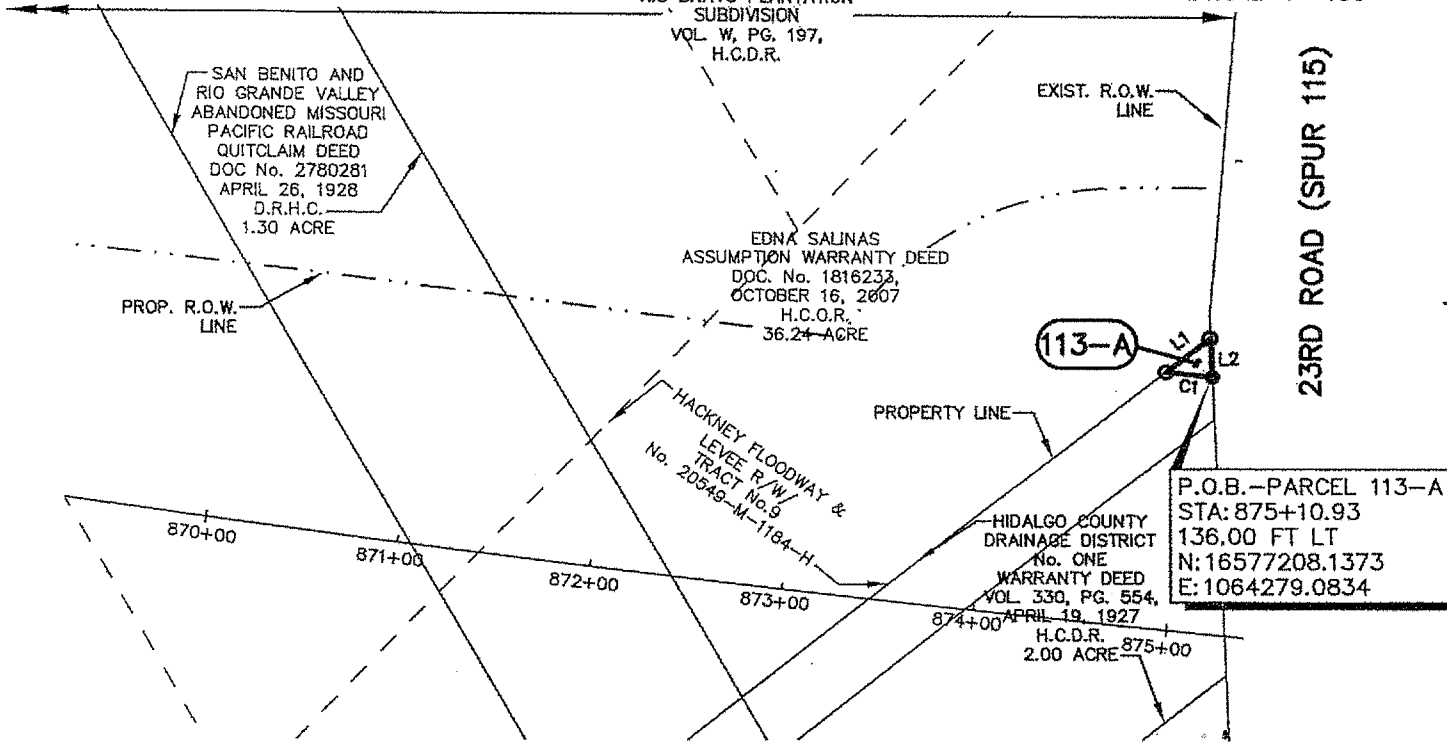
7/26/2016

SYMBOL LEGEND

- - SET 5/8" IRON ROD W/ ALUMINUM CAP STAMPED "H.C.R.M.A."
- - FND. 5/8" IRON ROD W/ ALUMINUM CAP STAMPED "H.C.R.M.A."
- - PARCEL BOUNDARY LINE
- - - - - EXIST. EASEMENT INSIDE PARCEL
- - - - - EXIST. EASEMENT OUTSIDE PARCEL
- - - - - EXIST. ROW LINE
- - - - - EXIST. PROPERTY LINE
- - - - - EXIST. CENTER LINE
- 000+00 - STATION NUMBERS
- ⓪ - PARCEL No.

LOT 1, BLOCK No. 6
RIO BRAVO PLANTATION
SUBDIVISION
VOL. W, PG. 197,
H.C.D.R.

SCALE: 1"=100'



Plat is supplied for
Informational Purposes ONLY

113-A

P.O.B.
PARCEL 113-A
STA: 875+10.93
136.00 FT. LT.
N: 16577208.1373
E: 1064279.0834

N 03°32'06" E - 60.43'
N 14°59'45" W - 80.78'
N 06°14'31" E - 229.38'

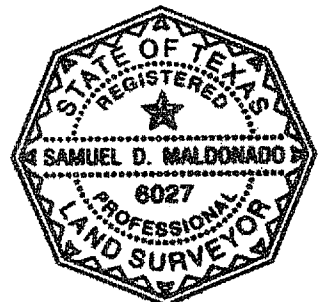
INSET

S.E. CORNER
36.24 ACRE TRACT
ASSUMPTION
WARRANTY DEED
DOC. No. 1816233,
H.C.O.R.
P.O.B.
PARCEL 112
STA: 875+92.45
221.21 FT. RT.
N: 16576841.7725
E: 1064271.3317

113-A

P.O.B. - PARCEL 113-A
STA: 875+10.93
136.00 FT LT
N: 16577208.1373
E: 1064279.0834

- GENERAL NOTES:**
- ALL BEARINGS AND DISTANCE ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM, (NAD 83), TEXAS SOUTH ZONE.
 - ALL DISTANCE AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 60°33'04" E	29.27'
L2	S 06°14'31" W	20.75'

CURVE TABLE						
CURVE	RADIUS	ARC LENGTH	CHORD	BEARING	DELTA	TANGENT
CT	13,964.00'	24.07'	24.07'	N74°58'57"W	00°05'55"	12.03'

LOT 1, BLOCK 6, RIO BRAVO PLANTION SUBDIVISION - VOL. W, PG. 197, H.C.D.R.					
PARCEL ID	EXISTING (SQ. FT.)	CONVEYANCE DOC. NO. - VOL & PG	TO BE ACQUIRED (SQ. FT.)	REMAINDER (SQ. FT.) LEFT - RIGHT	
113-A	1,578,614.40	VOL. 330 PG. 554 H.C.D.R.	246.54	1,565,065.42	

MDL 7/26/2016
SAMUEL DAVID MALDONADO DATE REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6027

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
PROGRAM MANAGEMENT CONSULTANT
DANNENBAUM
ENGINEERING CORPORATION
T.B.P.E. FIRM REGISTRATION #392
1108 NOLANA LOOP, STE 200 McALLEN, TX 78504 (956) 682-3877

SAMES SAM Engineering & Surveying
200 S. 10th STREET, SUITE 1807 TEL: (956) 702-8880
McALLEN, TEXAS 78501 FAX: (956) 702-8883
SURVEY FIRM REG. NO. 181416-02

PLAT OF SURVEY: PARCEL 113-A

DIST. NAME: PHARR	DIST. NAME: PHARR
RCSJ No.: 3627-01-001	DATE: JULY 2016
PROJECT NAME: SH365-SEG. 2 U.S. 281	SHEET No. 3 OF 4

Name: PARCEL 113-A

End North: 16577208.1373' East: 1064279.0834'

Segment #1: Curve

Length: 24.056' Radius: 13963.999'

Delta: 000.0987 (d) Tangent: 12.028'

Chord: 24.056' Course: N74° 58' 57.15"W

Course In: S15° 04' 00.52"W Course Out: N14° 58' 05.18"E

RP North: 16563724.1736' East: 1060649.2088'

End North: 16577214.3705' East: 1064255.8490'

Segment #2: Line

Course: N60° 33' 04.02"E Length: 29.270'

North: 16577228.7611' East: 1064281.3371'

Segment #3: Line

Course: S06° 14' 31.03"W Length: 20.747'

North: 16577208.1368' East: 1064279.0835'

Perimeter: 74.073' Area: 246.54 Sq. Ft.

Error Closure: 0.0005 Course: S09° 18' 58.52"E

Error North: -0.00050 East: 0.00008

Precision 1: 148146.000



SDC
7/26/2016

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT		B. TYPE OF LOAN				
		1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input type="checkbox"/> Conv. Unins. 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins.				
		6. FILE NUMBER: 0003168481			7. LOAN NUMBER:	
		8. MORTGAGE INS CASE NUMBER:				
C. NOTE: <i>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 "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.</i>						
D. NAME AND ADDRESS OF BUYER: Hidalgo County Regional Mobility Authority PO BOX 1766, PHARR, TX 78577		E. NAME AND ADDRESS OF SELLER: Hidalgo County Drainage District No.1, a political subdivision of the State of Texas 902 N. Doolittle Rd, Edinburg, TX 78542		F. NAME AND ADDRESS OF LENDER:		
G. PROPERTY LOCATION: Not Known Lot(s): 1, Block: 6 Rio Bravo Plantation		H. SETTLEMENT AGENT: Sierra Title of Hidalgo County, Inc. PLACE OF SETTLEMENT: 3401 N. 10th Street McAllen, TX 78501		I. SETTLEMENT DATE: December 5, 2016 DISBURSEMENT DATE: December 5, 2016		

J. SUMMARY OF BUYER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BUYER:	
101. Contract sales price	24.00
102. Personal property	
103. Settlement charges to buyer (line 1400)	804.50
104.	
105.	
<i>Adjustments for items paid by seller in advance</i>	
106. City/Town taxes	
107. County taxes	
108. Assessments	
109.	
110.	
111.	
112.	
120. GROSS AMOUNT DUE FROM BUYER	828.50
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:	
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.	
<i>Adjustments for items unpaid by seller</i>	
210. City/Town taxes	
211. County taxes	
212. Assessments	
213.	
214.	
215.	
216.	
217. NO ACCOUNT FOUND PARTIAL TAKE	
218.	
219.	
220. TOTAL PAID BY/FOR BUYER	0.00
300. CASH AT SETTLEMENT FROM/TO BUYER:	
301. Gross amount due from Buyer (Line 120)	828.50
302. Less amount paid by/for Buyer (Line 220)	()
303. CASH FROM BUYER	828.50

K. SUMMARY OF SELLER'S TRANSACTION	
400. GROSS AMOUNT DUE TO SELLER:	
401. Contract sales price	24.00
402. Personal property	
403.	
404.	
405.	
<i>Adjustments for items paid by seller in advance</i>	
406. City/Town taxes	
407. County taxes	
408. Assessments	
409.	
410.	
411.	
412.	
420. GROSS AMOUNT DUE TO SELLER	24.00
500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	To:
505. Payoff of second mortgage loan	To:
506.	
507.	
508.	
509.	
<i>Adjustments for items unpaid by seller</i>	
510. City/Town taxes	
511. County taxes	
512. Assessments	
513.	
514.	
515.	
516.	
517. NO ACCOUNT FOUND PARTIAL TAKE	
518.	
519.	
520. TOTAL REDUCTION AMOUNT DUE SELLER	0.00
600. CASH AT SETTLEMENT TO/FROM SELLER:	
601. Gross amount due to Seller (Line 420)	24.00
602. Less reductions due Seller (Line 520)	(0.00)
603. CASH TO SELLER	24.00

L. SETTLEMENT CHARGES

700. TOTAL COMMISSION Based on Price				PAID FROM BUYER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
\$	@	%			
Division of Commission (line 700) as Follows:					
701.	to				
702.	to				
703. Commission Paid at Settlement					
The following persons, firms or corporations received a portion of the real estate commission amount shown above:					
704.	to				
800. ITEMS PAYABLE IN CONNECTION WITH LOAN					
801.	Loan Origination Fee	%	to		
802.	Loan Discount	%	to		
803.	Appraisal fee		to		
804.	Credit report		to		
805.	Lender's inspection fee		to		
806.	Mortgage insurance application fee		to		
807.	Assumption fee		to		
808.			to		
809.			to		
810.			to		
811.			to		
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE					
901.	Interest From	12/05/16	to 01/01/17 @ \$ /day (27 days %)		
902.	Mortgage insurance premium	for	month to		
903.	Hazard insurance premium	for	year to		
904.		for	year to		
905.			to		
1000. RESERVES DEPOSITED WITH LENDER					
1001.	Hazard insurance	Months @ \$	per Month		
1002.	Mortgage insurance	Months @ \$	per Month		
1003.	City property taxes	Months @ \$	per Month		
1004.	County property taxes	Months @ \$	per Month		
1005.	Annual assessments	Months @ \$	per Month		
1006.		Months @ \$	per Month		
1007.		Months @ \$	per Month		
1008.		Months @ \$	per Month		
1100. TITLE CHARGES					
1101.	Settlement or closing fee	to	Sierra Title of Hidalgo County, Inc.	500.00	
1102.	Abstract or title search	to			
1103.	Title examination	to			
1104.	Title insurance binder	to			
1105.	Document preparation	to			
1106.	Notary fees	to			
1107.	Attorney's fees	to			
	(includes above item numbers:)		
1108.	Owner's policy premium	to	Sierra Title of Hidalgo County, Inc.	238.00	
	(includes above item numbers:)		
1109.	Lender's coverage				
1110.	Owner's coverage	\$ 24.00	238.00		
1111.	State of Texas Policy Guaranty Fee (O)	to	Texas Title Insurance Guaranty Association	3.00	
1112.		to			
1113.	E filing fee (B)	to	Sierra Title of Hidalgo County, Inc.	3.50	
1114.		to			
1115.		to			
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201.	Recording fees: Deed	\$ 60.00;	Mortgage ; Releases	60.00	
1202.	City/County tax/stamps: Deed		; Mortgage		
1203.	State tax/stamps: Deed		; Mortgage		
1204.		to			
1205.		to			
1300. ADDITIONAL SETTLEMENT CHARGES					
1301.	Survey	to			
1302.	Pest inspection	to			
1303.		to			
1304.		to			
1305.		to			
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)				804.50	0.00

HUD-1, Attachment

Buyer: Hidalgo County Regional Mobility
Authority
PO BOX 1766
PHARR, TX 78577

Seller: Hidalgo County Drainage District No.1,
a political subdivision of the State of
Texas
902 N. Doolittle Rd
Edinburg, TX 78542

Lender:

Settlement Agent: Sierra Title of Hidalgo County, Inc.
(956)682-8321

Place of Settlement: 3401 N. 10th Street
McAllen, TX 78501

Settlement Date: December 5, 2016

Disbursement Date: December 5, 2016

Property Location: Not Known

Lot(s): 1, Block: 6 Rio Bravo Plantation

Hidalgo County Regional Mobility Authority

Hidalgo County Drainage District No.1, a political
subdivision of the State of Texas

BY: _____
Hidalgo County Regional Mobility Authority,
By: Half Associates, Inc.,
By: John Howell, Right of Way Specialist

BY: _____
Ramon Garcia, Chairman of the Board

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Sierra Title of Hidalgo County, Inc.
Settlement Agent

ADDENDUM

G.F. No.: 0003168481

DATE: December 5, 2016

Not Known,

Line 303 Amount: \$828.50

Line 603 Amount: \$24.00

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.

The Seller's and Purchaser's/Borrower's signatures hereon acknowledge their approval and signify their understanding that tax and insurance pro-rations and reserves are based on figures for the preceding year or supplied by others or estimated for the current year, and in the event of any change for the current year, all necessary adjustments will be made between Purchaser/Borrower and Seller directly. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Settlement Agent by the Seller.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

I hereby authorize the Settlement Agent to make expenditures and disbursements as shown above and approve same for payment.

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas

Hidalgo County Regional Mobility Authority

BY: _____
Ramon Garcia, Chairman of the Board

BY: _____
Hidalgo County Regional Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

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.

Settlement Agent:

Date:

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 Sections 1001 and 1010.

HUD-1 SETTLEMENT STATEMENT ADDENDUM

December 5, 2016

RE: GF NO.: 0003168481

PROPERTY ADDRESS: Not Known,

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.

Hidalgo County Regional Mobility Authority
BY: _____
Hidalgo County Regional Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas
BY: _____
Ramon Garcia, Chairman of the Board

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.

Settlement Agent

Date

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.

TAX INFORMATION AND PRORATION AGREEMENT

Purchaser and Seller understand the Escrow Agent has assembled the information representing this transaction from the best available sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this statement. Purchaser and Seller understand that tax and insurance proration and reserves were based on figures for the preceding year or estimates for the current year. In the event of any change for the current year, all necessary adjustments must be made directly between the parties. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Title Company by Seller.

PURCHASER TO CLAIM HOMESTEAD EXEMPTION AT HIDALGO COUNTY APPRAISAL DISTRICT, 4405 S. PROFESSIONAL DRIVE, EDINBURG, TX 78540, BETWEEN JANUARY 1 AND MAY 1. PURCHASER UNDERSTANDS THAT IT IS HIS DUTY TO RENDER THIS PROPERTY TO THE APPROPRIATE TAXING BODIES, CLAIMING WHAT OTHER EXEMPTIONS TO WHICH HE MIGHT BE ENTITLED, AND TO VERIFY THE ASSESSMENT.

SELLER AGREES TO INDEMNIFY BUYER FOR ANY UNPAID PRIOR YEARS' TAXES IF ANY SUCH TAXES ARE DETERMINED BY THE APPROPRIATE TAXING AUTHORITY.

THE BUYER FURTHER UNDERSTANDS THAT THE OWNERS TITLE POLICY IS SUBJECT TO SUBSEQUENT ASSESSMENTS FOR PRIOR YEARS DUE TO CHANGE IN LAND USAGE OR OWNERSHIP.

Hidalgo County Regional Mobility Authority
BY: _____
Hidalgo County Regional Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas
BY: _____
Ramon Garcia, Chairman of the Board

**CONTROLLED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT -
TAX SERVICE**

To: THE UNDERSIGNED
From: SIERRA TITLE OF HIDALGO COUNTY, INC.
Property: Not Known,
Date: December 5, 2016

This is to give you notice that **Sierra Title of Hidalgo County, Inc.** has a business relationship with **Tax Service of Hidalgo County** in that the majority stockholder in **Sierra Title of Hidalgo County, Inc.**, and the majority stockholder in **Tax Service of Hidalgo County** are the same individual. Because of this relationship, this referral may provide **Sierra Title of Hidalgo County, Inc.** a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are **NOT** required to use the listed provider(s) as a condition for [settlement of your loan on] (or) [purchase, sale, or refinance of] the subject property. **THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICES PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

Provider of settlement services	Charge or range of charges
<u>Tax Information and Tax Certificates</u>	<u>\$54.13</u>

ACKNOWLEDGMENT

I/we have read the disclosure form and understand that **Sierra Title of Hidalgo County, Inc.** is referring me/us to purchase the above described settlement services(s) and may receive a financial or other benefit as a result of this referral.

Hidalgo County Regional Mobility Authority

BY: _____
Hidalgo County Regional Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas

BY: _____
Ramon Garcia, Chairman of the Board

DISPUTE RESOLUTION BY BINDING ARBITRATION

At any party's request, any and all disputes arising under or relating to this real estate closing and the closing or settlement services rendered by **Sierra Title of Hidalgo County, Inc.** will be submitted to an arbitrator or arbitrating body for binding arbitration and prompt resolution. Both the Title Company and Customer agree to be bound by this provision and the results of said arbitration. Customer understands and agrees that she/he has the right to consult independent counsel regarding this provision and if accepted, the provision will eliminate all Parties' right to a jury trial in any and all disputes that may arise against each other.

Hidalgo County Regional Mobility Authority

BY: _____
Hidalgo County Regional Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas

BY: _____
Ramon Garcia, Chairman of the Board

SIERRA TITLE OF HIDALGO COUNTY, INC.

AFFIDAVIT AND INDEMNITY AS TO DEBTS, LIENS AND POSSESSION
 (USE SEPARATE FORM FOR EACH PARTY)
 TO BE FILLED IN PERSONALLY BY SELLER OR BORROWER IN HIS/HER OWN HANDWRITING

File No.: 0003168481
 SUBJECT PROPERTY: Lot(s): 1, Block: 6 Rio Bravo Plantation

STATE OF TEXAS
 COUNTY OF HIDALGO

Before me, the undersigned authority on this day personally appeared Hidalgo County Drainage District No.1, a political subdivision of the State of Texas.
 Seller or Owner-Borrower* or Contractor (if new construction)

personally known to me to be the person whose name is subscribed hereto and upon his oath deposes and says that no proceedings in bankruptcy or receivership have been instituted by or against him and that the marital status of affiant has not changed since the day of acquisition of said property and represents to the purchaser and/or Lender in this transaction that there are:

1. No unpaid debts for plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennae, carpeting, rugs, lawn sprinkling systems, venetian blinds, window shades, draperies, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statement, security agreement or otherwise except the following: (If NONE, write "NONE" on blank line)

Creditor	Approximate Amount

2. No loans or liens (including Federal or State Liens and Judgment Liens) and no unpaid governmental or association taxes or assessments of any kind on such property except the following: (If NONE, write "NONE" on blank line)

Creditor	Approximate Amount

3. All labor and material used in the construction of improvements on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or the property upon which same are situated, and I hereby declare that all sums of money due for the erection of improvements have been fully paid and satisfied, except as follows: (If NONE, write "NONE" on blank line)

4. No parties are in possession other than affiant, except as follows: (If NONE, write "NONE" on blank line)

5. *To be filled in if a sale -*The Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign entity (as defined in the Internal Revenue Code and Income Tax Regulations). Seller's U.S. employer identification number (or social security number) is: . Seller's address (office address, if seller is an entity; home address if seller is an individual) is:
902 N. Doolittle Rd, Edinburg, TX 78542

This affidavit may be disclosed to the Internal Revenue Service and is furnished to Buyer to inform Buyer that withholding of tax is not required under Section 1445 of the Internal Revenue Code.

INDEMNITY: I AGREE TO PAY ON DEMAND TO THE PURCHASERS AND/OR LENDER IN THIS TRANSACTION, THEIR SUCCESSORS AND ASSIGNS, ALL AMOUNTS SECURED BY ANY AND ALL LIENS NOT SHOWN ABOVE, TOGETHER WITH ALL COSTS, LOSS AND ATTORNEY'S FEES THAT SAID PARTIES MAY INCUR IN CONNECTION WITH SUCH UNMENTIONED LIENS, PROVIDED SAID LIENS EITHER CURRENTLY APPLY TO SUCH PROPERTY, OR A PART THEREOF, OR ARE SUBSEQUENTLY ESTABLISHED AGAINST SAID PROPERTY AND ARE CREATED BY ME, KNOWN BY ME, OR HAVE AN INCEPTION DATE PRIOR TO THE CONSUMMATION OF THIS TRANSACTION.

I realize that the purchaser and/or Lender in this transaction are relying on the representations contained herein in purchasing same or lending money thereon and would not purchase same or lend money thereon unless said representations were made. If Seller or Borrower is an entity, I have authority to sign on its behalf.

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas

BY: _____
 Ramon Garcia, Chairman of the Board

Subscribed and sworn to before me this _____ day of _____, _____.

By _____

Notary Public

*Note: This form is to be filled in and signed by seller in case of sale. If no sale, it is to be filled in and signed by the owner-borrower. If there is any new construction, the contractor must also join in this form or fill in and sign a separate one.

*If seller is a non-resident alien, foreign corporation, etc., call your manager or Legal Department.

NOTE TO BUYER: Buyer must retain until end of fifth taxable year following taxable year of transfer and must file with the Internal Revenue Service if required by regulation or otherwise.

Revised 01/02

**INSTRUCTIONS FOR DISBURSEMENT OF
SELLERS PROCEEDS**

Call when check is ready:

Seller(s) at home _____ work _____ cell _____

Realtor at _____

Other _____ at Phone No. _____

Mail check to: _____

Federal Express check to: _____

Wire Transfer funds to:
Name of Receiving Bank: _____
ABA No.: _____
Credit to the account of: _____
Account No.: _____

Deposit into Acct. No. _____ (Deposit Slip Attached)

Make check payable to Seller's Attorney:
_____, Trustee

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas

BY: _____
Ramon Garcia, Chairman of the Board

**CERTIFICATION FOR NO INFORMATION REPORTING
ON THE SALE OR EXCHANGE OF A PRINCIPAL RESIDENCE**

This form may be completed by the seller of a principal residence. This information is necessary to determine whether the sale or exchange should be reported to the seller, and to the Internal Revenue Service on Form 1099-S, Proceeds From Real Estate Transactions. If the seller properly completes Parts I and III, and makes a "true" response to assurances (1) through (6) in Part II (or a "not applicable" response to assurance (6)), no information reporting to the seller. The term "seller" includes each owner of the residence that is sold or exchanged. Thus, if a residence has more than one owner, a real estate reporting person must either obtain a certification from each owner (whether married or not) or file an information return and furnish a payee statement for any owner that does not make the certification.

Part I. Seller Information

1. Name: Hidalgo County Drainage District No.1, a political subdivision of the State of Texas
2. Address or legal description (including city, state, and zip code) of residence being sold or exchanged:

Not Known,
3. Taxpayer Identification No. (TIN): 73-1680959

Part II. Seller Assurances

Check "True or False" for assurances (1) through (5) and "true", "false", or "not applicable" for assurance (6).

True False

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | 1. I owned and used the residence as my principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence. |
| <input type="checkbox"/> | <input type="checkbox"/> | 2. I have not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence (not taking into account any sale or exchange before May 7, 1997). |
| <input type="checkbox"/> | <input type="checkbox"/> | 3. No portion of the residence has been used for business or rental purposes by me (or my spouse if I am married) after May 6, 1997. |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. At least one of the following three statements applies:
The sale or exchange is of the entire residence for \$250,000 or less.
<p align="center">or</p> I am married, the sale or exchange is of the entire residence for \$500,000 or less, <u>and</u> the gain on the sale or exchange of the entire residence is \$250,000 or less.

I am married, the sale or exchange is of the entire residence for \$500,000 or less, <u>and</u> (a) I intend to file a joint return for the year of the sale or exchange, (b) my spouse also used the residence as his or her principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence, and (c) my spouse also has not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence (not taking into account any sale or exchange before May 7, 1997). |
| <input type="checkbox"/> | <input type="checkbox"/> | 5. During the 5-year period ending on the date of the sale or exchange of the residence, I did not acquire the residence in an exchange to which section 1031 of the Internal Revenue Code applied. |

True False N/A

- | | | | |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6. If my basis in the residence is determined by reference to the basis in the hands of a person who acquired the residence in an exchange to which section 1031 of the Internal Revenue Code applied, the exchange to which section 1031 applied occurred more than 5 years prior to the date I sold or exchanged the residence. |
|--------------------------|--------------------------|--------------------------|---|

Part III. Seller Certification

Under penalties of perjury, I certify that all the above information is true as of the end of the day of the sale or exchange.

Hidalgo County Drainage District No.1, a political subdivision of
the State of Texas

BY: _____ Date _____
Ramon Garcia, Chairman of the Board

NOTE: REAL ESTATE REPORTING PERSON MUST RETAIN THIS CERTIFICATION
FOR FOUR YEARS AFTER THE YEAR OF THE SALE.

BUYER'S MAILING ADDRESS VERIFICATION FORM

****THIS FORM MUST BE FILLED OUT COMPLETELY****

GF No.: 0003168481

Borrower/Buyer Name(s): Hidalgo County Regional Mobility Authority

It is imperative that we have your correct mailing address for forwarding of all correspondence and/or any and all legal documentation and/or title policies.

Mailing Address: (Below, please list the exact address where mail must be sent, include Post Office Box Number, Apartment Number, Unit Number, etc.)

Street Address (include Unit no. or Apt. no.)

P.O. Box

City

State

Zip Code

Phone Information

Buyer One

Buyer Two

Home No.: _____

Business No.: _____

Mobile No.: _____

Email Address: _____

Date of Birth: _____

Social Security No.: _____

Drivers License No.: _____

Hidalgo County Regional Mobility Authority

Date

SELLER'S MAILING ADDRESS VERIFICATION FORM

****THIS FORM MUST BE FILLED OUT COMPLETELY****

GF No.: 0003154123

Seller Name(s): Hidalgo County Drainage District No.1, a political subdivision of the State of Texas

It is imperative that we have your correct mailing address for forwarding of all correspondence and/or any and all legal documentation and/or title policies.

Mailing Address: (Below, please list the exact address where mail must be sent, include Post Office Box Number, Apartment Number, Unit Number, etc.)

Street Address (include Unit no. or Apt. no.)

P.O. Box

City

State

Zip Code

Phone Information

Seller One

Seller Two

Home No.: _____

Business No.: _____

Mobile No.: _____

Email Address: _____

Date of Birth: _____

Social Security No.: _____

Drivers License No.: _____

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas

Ramon Garcia Chairman of the Board

Date: _____

TITLE COMPANY DISCLOSURES

GUARANTY FILE NO.: 0003168481

SELLER (whether one or more): Hidalgo County Drainage District No.1, a polotical subdivision of the State of Texas

BUYER (whether one or more): Hidalgo County Regional Mobility Authority

LENDER:

PROPERTY: Not Known,

By initialing some or all of the following items as may be appropriate for this transaction, each SELLER and/or BUYER acknowledges their understanding of the disclosures being made by Sierra Title of Hidalgo County, Inc. (hereinafter called "TITLE COMPANY"). Each disclosure is being made to BUYER and SELLER on behalf of both TITLE COMPANY and its title insurance underwriter.

Buyer's Initials	1. WAIVER OF INSPECTION. In consideration of the issuance by TITLE COMPANY to BUYER of either an Owner Policy of Title Insurance (T-1) or a Residential Policy of Title Insurance (T-1R) - (in this document either such policy, unless specifically referred to otherwise, is referred to as the "Owner Title Policy") insuring good and indefeasible title to the Property, except as to be shown in Schedule B of the Owner Title Policy and subject to the terms and conditions of such Owner Title Policy, BUYER hereby waives any obligation on the part of TITLE COMPANY to inspect the Property.
_____ _____	

BUYER agrees to accept an Owner Title Policy containing the Schedule B exception 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 on Schedule A of the Owner Title Policy. Within the meaning of this exception, "possession" includes open acts or visible evidence of occupancy and any visible and apparent roadway or easement on or across all or any part of the Property, but this exception does not extend to any right, claim, or interest evidenced by a document recorded in the real estate records maintained by the County Clerk of the county in which the Property is located.

However, if the BUYER does not initial this paragraph, the BUYER is indicating the BUYER'S refusal to accept an Owner Title Policy containing an exception as to "RIGHTS OF PARTIES IN POSSESSION". The TITLE COMPANY may then require an inspection of the Property and additional charges may be assessed for the reasonable and actual costs of such an inspection. TITLE COMPANY may make additional exceptions in Schedule B of the Owner Title Policy for matter as revealed by such inspection.

Buyer's Initials	2. RECEIPT OF COMMITMENT. BUYER hereby acknowledges having received and reviewed a copy of the Commitment for Title Insurance issued in connection with the above referenced transaction and any copies of the documents described therein requested by BUYER. BUYER understands that the Owner Title Policy will contain the exceptions set forth in Schedule B of the Commitment for Title Insurance, together with any additional exceptions to title resulting from the final down date search of the public records and from the documents involved in this transaction and any additional exceptions for items shown in Schedule C of the Commitment for Title Insurance which have not been resolved.
_____ _____	

Buyer's Initials	3. UNSURVEYED PROPERTY. BUYER understands that no up-to-date survey of the Property has been done in connection with this transaction and that the Owner Title Policy to be issued to BUYER will not provide title insurance coverage against encroachments and/or protrusions of improvements, boundary conflicts, or other matters that would be found by a current survey. TITLE COMPANY has not attempted to determine if the Property lies in a special flood hazard area, and TITLE COMPANY has not made any representation concerning proximity of the Property in relation to any flood-plain or flood hazard area. BUYER is advised that information concerning special flood hazard areas may be available from county or municipal offices, a qualified surveyor or land-engineering company, or a private flood-plain consultant.
_____ _____	

Buyer's
Initials

4. **BOUNDARY COVERAGE.** As proposed to be issued, BUYER'S Owner Title Policy will contain a general exception to any discrepancies or conflicts in area or boundary lines, and any encroachments, protrusions, or overlapping of improvements. On payment of an additional 15% of the Owner Title Policy premium, policy coverage against these matters is available, subject to TITLE COMPANY'S approval of a current survey of the Property and without limiting specific exceptions to matters disclosed by the survey. BUYER DECLINES TO OBTAIN THIS ADDITIONAL COVERAGE.

Seller's
Initials

Buyer's
Initials

5. **PROPERTY TAX PRORATIONS.** Property taxes for the current year have been prorated between BUYER and SELLER, who each acknowledge and understand that these prorations are based upon (a) the sales price or the most current appraised value available and the most current tax rate available or (b) some other common method of estimation. SELLER warrants and represents that there are no past due taxes owed on the Property and if such warranty and representation is untrue, the SELLER shall reimburse TITLE COMPANY, on demand, for any sums paid by the TITLE COMPANY to pay such taxes, and any related penalty and interest. NO ACCOUNT FOUND PARTIAL TAKE

BUYER and SELLER each agree that, when the amount of the current year's taxes become known and payable they will adjust any changes of the proration and reimbursement between themselves and the TITLE COMPANY shall have no liability or obligation with respect to these prorations.

Buyer's
Initials

6. **TAX RENDITION AND EXEMPTIONS.** Although the Tax Appraisal District may independently determine BUYER'S new ownership and billing address, BUYER is still obligated by law to "render" the Property for taxation by notifying the Tax Appraisal District of the change in the Property's ownership and of BUYER'S proper address for tax billing. BUYER is advised that current year's taxes may have been assessed on the basis of various exemptions obtained by SELLER (i.e., homestead or over-65).

It is the BUYER'S responsibility to qualify for BUYER'S own tax exemptions and to meet any requirements prescribed by the taxing authorities. BUYER acknowledges and understands these obligations and the fact that TITLE COMPANY assumes no responsibility for future accuracy of Tax Appraisal District records concerning ownership, tax-billing address, or status of exemptions.

Buyer's
Initials

7. **HOMEOWNER'S ASSOCIATION.** BUYER acknowledges that ownership of the Property involves membership in a Homeowner's, Condominium or other Property Owner's Association, to which monthly or annual dues or assessments may be owed. These dues or assessments may be enforceable by a lien against the Property. BUYER understands that the Association (or its managing agent) should be contacted by BUYER immediately to ascertain the exact amount of future dues or assessments. TITLE COMPANY has made no representations with respect to, such Associations' annual budget, pending repairs or deferred maintenance, if any, or other debts of the Association. BUYER accepts sole responsibility to obtain such information and verify its accuracy to BUYER'S satisfaction. NO ASSOCIATION

Seller's
Initials

Buyer's
Initials

8. **CLOSING DISCLAIMER.** SELLER and BUYER each acknowledge and understand that the above referenced transaction has not yet "closed". Any change in the possession of the Property takes place AT BUYER'S AND SELLER'S OWN RISK. THIS TRANSACTION IS NOT "CLOSED" UNTIL:

- a. ALL TITLE REQUIREMENTS ARE COMPLETED TO THE SATISFACTION OF TITLE COMPANY;
- b. ALL NECESSARY DOCUMENTS ARE PROPERLY EXECUTED, REVIEWED, AND ACCEPTED BY THE PARTIES TO THIS TRANSACTION AND BY TITLE COMPANY; AND,
- c. ALL FUNDS ARE COLLECTED AND DELIVERED TO AND ACCEPTED BY THE PARTIES TO WHOM THEY ARE DUE.

Buyer's
Initials

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

You may require deletion of the arbitration provision of the Owner Title 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 9.

**Seller's
Initials**

**Seller's
Initials**

**Buyer's
Initials**

**Buyer's
Initials**

10. IRS REPORTING. SELLER acknowledges having received at closing a copy of the HUD-1 Settlement Statement as a Substitute Form 1099-S. In accordance with federal tax regulations, information from the HUD-1 Statement will be furnished to the Internal Revenue Service.

11. ERRORS AND OMISSIONS. In the event that any of the documents prepared in connection with the closing of this transaction contain errors which misstate or inaccurately reflect the true and correct terms, conditions and provisions of this closing, and the inaccuracy or misstatement is due to a clerical error or to a unilateral mistake on the part of the TITLE COMPANY, or to a mutual mistake on the part of the TITLE COMPANY and/or the SELLER and/or the BUYER, the undersigned agree to execute, in a timely manner, such correction documents as TITLE COMPANY may deem necessary to remedy such inaccuracy or misstatement.

12. ATTORNEY REPRESENTATION AND NOTICE. BUYER may wish to consult an attorney to discuss the matters shown on Schedule B or C of the Commitment for Title Insurance that was issued in connection with this transaction. These matters will affect the title and use of the Property. The Title Insurance Policy will be a legal contract between BUYER and the underwriter. Neither the Commitment for Title Insurance nor the Title Insurance Policy is an abstract of title, title reports or representations of title. They are contracts of indemnity. No representation is made that your intended use of the Property is allowed under law or under the restrictions or exceptions affecting the property.

SELLER SIGNATURE

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas

BY: _____
Ramon Garcia, Chairman of the Board

Subscribed and sworn to before me this _____ day of _____, _____.

By _____

Notary Public

BUYER SIGNATURE

Hidalgo County Regional Mobility Authority

BY: _____
Hidalgo County Regional Mobility Authority,
By: Half Associates, Inc.,
By: John Howell, Right of Way Specialist

Subscribed and sworn to before me this _____ day of _____, _____.

By _____

Notary Public

WAIVER OF INSPECTION AND DISCLOSURE TO OWNER

TO: **Fidelity National Title** ("Title Insurer")
Sierra Title of Hidalgo County, Inc. ("The Company")

RE: Hidalgo County Drainage District No.1, a political subdivision of the State of Texas to Hidalgo County Regional Mobility Authority

GF (File) No.: **0003168481**

Land: **Parcel 113-A:**

Being a 0.006 of an acre (246.54 sq. ft.) tract of land, more or less out of Lot 1, Block 6, Rio Bravo Plantation Subdivision, Hidalgo County Texas, as per map recorded in Volume W, Page 197, Deed Records of Hidalgo County Texas, being out of that certain recorded in Warranty Deed Volume 330, Page 554, Deed Records of Hidalgo County, Texas, said 0.006 acre (246.54 sq. ft.), being more particularly described by metes and bounds as follows:

SEE EXHIBIT "A" ATTACHED.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof.

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.

Date: December 5, 2016

Signature:

Hidalgo County Regional Mobility Authority

BY: _____
Hidalgo County Regional Mobility Authority,
By: Half Associates, Inc.,
By: John Howell, Right of Way Specialist

**SUBSTITUTE FORM 1099-S
PROCEEDS FROM REAL ESTATE TRANSACTIONS
FOR THE TAX YEAR: 2016**

OMB No. 1545-0997

SETTLEMENT AGENT/FILER'S NAME AND ADDRESS

Sierra Title of Hidalgo County, Inc.

Filer's Federal Tax ID Number:

Order Number:

74-1649949

0003168481

3401 N. 10th Street
McAllen, TX 78501
956-682-8321

SELLER/TRANSFEROR'S NAME AND ADDRESS

Hidalgo County Drainage District No.1, a
political subdivision of the State of Te
902 N. Doolittle Rd
Edinburg, TX 78542

Transferor's Federal Tax ID Number:

XX-XXX0959

1) Date of Closing: 12/05/16	2) Gross Proceeds: 476.00	4) X here if property or services received:	5) Buyer's part of real estate tax: 0.00
3) Address or Legal Description: Not Known			

THIS IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION MAY BE IMPOSED ON YOU IF THIS ITEM IS REQUIRED TO BE REPORTED AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED.

YOU ARE REQUIRED BY LAW TO PROVIDE SIERRA TITLE OF HIDALGO COUNTY, INC. WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER. IF YOU DO NOT PROVIDE SIERRA TITLE OF HIDALGO COUNTY, INC. WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER, YOU MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES IMPOSED BY LAW.

UNDER PENALTIES OF PERJURY, I CERTIFY THAT THE NUMBER SHOWN ABOVE ON THIS STATEMENT IS MY CORRECT TAXPAYER IDENTIFICATION NUMBER.

I ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Hidalgo County Drainage District No.1, a political subdivision of
the State of Texas

Date

BY: _____

Date

Ramon Garcia, Chairman of the Board

Sign and return a copy of this form immediately to Sierra Title of Hidalgo County, Inc.

For sales or exchanges of certain real estate, the person responsible for closing a real estate transaction must report the real estate proceeds to the Internal Revenue Service and must furnish this statement to you. To determine if you have to report the sale or exchange of your main home on your tax return, see the 2016 Schedule D (Form 1040) instructions. If the real estate was not your main home, report the transaction on Form 4797, Form 6252, and/or Schedule D (Form 1040). If box 4 is checked and you received or will receive like-kind property, you must file Form 8824.

Federal mortgage subsidy. You may have to recapture (pay back) all or part of a federal mortgage subsidy if all the following apply:

- You received a loan provided from the proceeds of a qualified mortgage bond or you received a mortgage credit certificate.
- Your original mortgage loan was provided after 1990.
- You sold or disposed of your home at a gain during the first 9 years after you received the federal mortgage subsidy.
- Your income for the year you sold or disposed of your home was over a specified amount.

This will increase your tax. See Form 8828, and Pub. 523.

Transferor's identification number. For your protection, this form may show only the last four digits of your SSN, ITIN, or ATIN. However, the issuer has reported your complete identification number to the IRS, and, where applicable, to state and/or local governments.

Account number. May show an account or other unique number the filer assigned to distinguish your account.

Box 1. Shows the date of closing.

Box 2. Shows the gross proceeds from a real estate transaction, generally the sales price. Gross proceeds include cash and notes payable to you, notes assumed by the transferee (buyer), and any notes paid off at settlement. Box 2 does not include the value of other property or services you received or will receive. See Box 4.

Box 3. Shows the address or legal description of the property transferred.

Box 4. If marked, shows that you received or will receive services or property (other than cash or notes) as part of the consideration for the property transferred. The value of any services or property (other than cash or notes) is not included in box 2.

Box 5. Shows certain real estate tax on a residence charged to the buyer at settlement. If you have already paid the real estate tax for the period that includes the sale date, subtract the amount in box 5 from the amount already paid to determine your deductible real estate tax. But if you have already deducted the real estate tax in a prior year, generally report this amount as income on the "Other income" line of Form 1040. For more information, see Pub. 523, Pub. 525, and Pub. 530.

For Paperwork Reduction Act Notice, see the 2016 General Instructions for Certain Information Returns.
Department of the Treasury - Internal Revenue Service

TAX PRORATION AGREEMENT

GF No. 3168481

Date: _____, 2016

SELLER: Hidalgo County Drainage District No. 1, a political Subdivision of the State of Texas

BUYER: Hidalgo County Regional Mobility Authority

Parcel 113-A:

Being a 0.006 of an acre (246.54 sq. ft.) tract of land, more or less out of Lot 1, Block 6, Rio Bravo Plantation Subdivision, Hidalgo County Texas, as per map recorded in Volume W, Page 197, Deed Records of Hidalgo County Texas, being out of that certain recorded in Warranty Deed Volume 330, Page 554, Deed Records of Hidalgo County, Texas, said 0.006 acre (246.54 sq. ft.), being more particularly described by metes and bounds as follows:

SEE EXHIBIT "A" ATTACHED.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof

Execution of this agreement indicates our understanding of the handling of the property taxes by the Title Company in the above referenced transaction. Since the amount of property taxes due for the current year cannot be determined at this time, the purchasers will be given credit for their share of the current year's taxes, in consideration of which purchaser will accept liability for and pay the total tax for the year when taxes are due. This closing procedure is known as a proration. The amount upon which the proration is figured is only an estimate based upon (i) tax figures for the previous year, or, (ii) computation of tax liability for the property for the current year from current tax rates provided by the various taxing authorities.

*****NO TAX PRORATIONS*****

If the actual tax assessment exceeds the estimated amount prorated at closing, seller agrees to immediately reimburse the purchaser the additional sum owed for the period from January 1 up to the closing date. Should the actual tax assessments be less than the estimated amount prorated at closing, purchaser agrees to immediately reimburse the seller the excess amount prorated/credited at closing. **All parties understand that the Title Company will not be responsible for, nor will they be involved in any dispute concerning this tax proration settlement.** It is agreed that Seller and Purchaser will contact each other directly, and the refund will be paid immediately upon written notification (with supporting documentation) from the other party that same is due. It is agreed, as evidenced by this document, that SELLER shall be totally liable for the payment of any and all "rollback taxes" in the event said taxes are assessed at the time of any change in land usage

Purchaser specifically understands that, if the tax prorations for the current year are based upon a tax computation for the property as unimproved land and significant improvements have been added since the last tax assessment by the taxing authorities, the tax liability for the current year may be significantly higher than the tax computation figures upon which the tax proration is based. Purchaser further understands that the lender(s) in this transaction, if any, may choose to base payment into escrow reserves upon unimproved tax figures which could result in a significant escrow shortage on the loan when taxes are paid by the lender for the current year. Any demand by the lender(s) for reimbursement of the escrow shortage and/or readjustment of payments required into the escrow reserve could result in a significant increase of monthly payments due on the loan.

The purchasers have also been made aware that they must take a copy of their recorded deed when received to the Central Appraisal District in order to have the taxes changed into their names and file for any exemptions, which apply.

The undersigned further agree to indemnify and hold harmless Sierra Title Company and (name of underwriter) from any and all future loss, claims, or further cause of action, that may arise due to inadequacy, incompleteness, or inaccuracy of the tax computations for the tax figures used in the proration of taxes, or for action taken by **Sierra Title Company** and **SIERRA TITLE INSURANCE GUARANTY COMPANY**, based upon reliance on such inadequate, incomplete or inaccurate tax figures so used in the proration.

SELLER(S):

Hidalgo County Drainage District No. 1, a political Subdivision of the State of Texas

BY: _____
Ramon Garcia, Chairman of the Board

PURCHASER(S):

Hidalgo County Regional
Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way
Specialist

STATE OF TEXAS
COUNTY OF HIDALGO

SUBSCRIBED AND SWORN to before me on this _____ day of _____, by t McAllen Foreign Trade Zone, Inc., a Texas nonprofit corporation (formerly known as Hidalgo County Drainage District No. 1, a political Subdivision of the State of Texas BY: Ramon Garcia, Chairman of the Board to certify which witness my hand and seal of office.

Notary Public, in and for the State of

Notary's Printed Name
My Commission Expires: _____

STATE OF TEXAS
COUNTY OF HIDALGO

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 2016, by Hidalgo County Regional Mobility Authority, By: Halff Associates, Inc., By: John Howell, Right of Way Specialist, to certify which witness my hand and seal of office.

Notary Public, in and for the State of

Notary's Printed Name
My Commission Expires: _____



SIERRA TITLE COMPANY

3401 North 10th Street • McAllen, Texas 78501 • TEL.: (956) 682-8321

**EXECUTED LETTER PERTAINING TO:
COMMISSIONERS' COURT SUBDIVISION REGULATIONS AND CITY'S ZONING
ORDINANCES & SUBDIVISION REGULATIONS**

DATE: _____, 2016

BUYER(S)/BORROWER(S): Hidalgo County Regional Mobility Authority

GF NUMBER: 3168481

PROPERTY:

Parcel 113-A:

Being a 0.006 of an acre (246.54 sq. ft.) tract of land, more or less out of Lot 1, Block 6, Rio Bravo Plantation Subdivision, Hidalgo County Texas, as per map recorded in Volume W, Page 197, Deed Records of Hidalgo County Texas, being out of that certain recorded in Warranty Deed Volume 330, Page 554, Deed Records of Hidalgo County, Texas, said 0.006 acre (246.54 sq. ft.), being more particularly described by metes and bounds as follows:

SEE EXHIBIT "A" ATTACHED.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof

One of the provisions of the regulations is that no permit shall be issued or utilities connected until an approved Subdivision Plat has been recorded.

IT WILL BE YOUR RESPONSIBILITY to comply with the appropriate Subdivision Regulations by contacting the Hidalgo County Planning Department and/or the Planning Department of the appropriate City.

A receipt of a copy of this letter is hereby acknowledged by the undersigned.

Hidalgo County Regional Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the _____ day of _____, 2016, by Hidalgo County Regional Mobility Authority, By: Halff Associates, Inc., By: John Howell, Right of Way Specialist.

Notary Public, State of
Notary's name (printed):

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

SPECIAL WARRANTY DEED

HCRMA ROW CSJ: 3627-01-001

HCRMA TRACT: 113A

Grantor(s), whether one or more:

Hidalgo County Drainage District No. 1, a political subdivision of the State of Texas

Grantor's Mailing Address (including county):

902 N. Doolittle Road
Edinburg, TX 78542
(Hidalgo County)

Grantee:

Hidalgo County Regional Mobility Authority

Grantee's Authority:

The HCRMA is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The HCRMA is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):

Hidalgo County Regional Mobility Authority
P. O. Box 1766
Pharr, TX 78577
(Hidalgo County)

Consideration:

The sum of Twenty-Four and No/100 Dollars (\$24.00) to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

Property:

All of that certain tract or parcel of land in Hidalgo County, Texas, being more particularly described in the attached **Exhibit "A"** (the "**Property**").

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Hidalgo County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

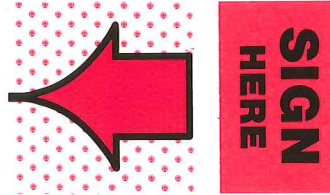
GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to the 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.

EXECUTED on the date(s) of acknowledgement indicated below.

GRANTORS:

Hidalgo County Drainage District No. 1, a political subdivision of the State of Texas:

By: _____
Ramon Garcia, Chairman of the Board



Acknowledgment

State of Texas,
County of Hidalgo:

This instrument was acknowledged before me on _____, 2016, by Ramon Garcia, as Chairman of the Board of Hidalgo County Drainage District No. 1, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public, State of Texas

EXHIBIT "A"

County: Hidalgo
Highway: H.C.R.M.A. SH 365 Segment 2
Project Limits: 874+86.64 to 875+10.93
ROW CSJ: 3627-01-001

July, 2016
Parcel 113-A
Page 1 of 4

Field Notes For Parcel 113-A

Being a 0.006 of an acre (246.54 sq. ft.) tract of land, more or less out of Lot 1, Block 6, Rio Bravo Plantation Subdivision, Hidalgo County Texas, as per map recorded in Volume W, Page 197, Deed Records of Hidalgo County Texas, being out of that certain 2.00 acre tract of land conveyed to Hidalgo County Drainage District Number One as recorded in Warranty Deed Volume 330, Page 554, Deed Records of Hidalgo County, Texas, said 0.006 acre (246.54 sq. ft.), being more particularly described by metes and bounds as follows:

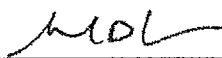
COMMENCING at a 5/8 inch iron rod found with aluminum cap stamped "H.C.R.M.A", at the intersection point of the North line of Lot 12, Block 6, Rio Bravo Plantation Subdivision, Hidalgo County Texas, as per map recorded in Volume W, Page 197, Deed Records of Hidalgo County, Texas, and the West Right of way line of 23rd Road (Spur 115), said point being the common corner of 4.16 acre tract of land conveyed to J.M. Moffitt Trustee, being an Abandoned Missouri Railroad Right of Way, and 36.24 acre tract of ;and (calculated) Conveyed to Edna Salinas in an Assumption Warranty Deed Recorded in Document Number 1816233, Official Records of Hidalgo County, Texas; **THENCE** North 03°32'06" East, a distance of 60.43, North 14°59'45" West, a distance of 80.78 feet, North 06°14'31" East, a Distance of 229.38 feet with the West right of way line of said 23rd Road (Spur 1154), to a 5/8 inch iron rod found with aluminum cap stamped "H.C.R.M.A", to a point being on a non-tangent curve, for the Southeast corner of this tract land and the **POINT OF BEGINNING** of herein described parcel, having a surface coordinates of X=1064279.0834, Y=16577208.1373, and being 136.00 feet left of and perpendicular to proposed baseline STA: 875+10.93;

1. **THENCE**, continuing with said curve to the left having a Radius of 13,964.00 feet, an Arc Length of 24.07 feet, a Chord Bearing of North 74°58'57" West, a Chord Distance of 24.07 feet, a Delta of 00°05'55", and a Tangent of 12.03 feet, to a five-eight (5/8) inch iron rod set with an aluminum cap stamped "H.C.R.M.A." on the North line of a 2.00 acre tract of land conveyed to Hidalgo County Drainage District Number One as recorded in Warranty Deed Volume 330, Page 554, Deed Records of Hidalgo County, Texas, for the Southwest corner of this tract of land;
2. **THENCE**, North 60°33'04" East, with the North line of said 2.00 acre tract of land a distance of 29.27 feet to a five-eight (5/8) inch iron rod set with an aluminum cap stamped "H.C.R.M.A." on the West right of way line of said 23rd Road (Spur 115) for the North corner of this tract of land;

3. **THENCE**, South $06^{\circ}14'31''$ West with the West right of way line of said 23rd Road (Spur 115), a distance of 20.75 feet to the PLACE OF BEGINNING, containing 0.006 of an acre (246.54 sq. ft.) tract of land, more or less.

NOTE: The Point of Beginning of this description has surface coordinates of $X=1064279.0834$, and $Y=16577208.1373$; All Bearings are based on the Texas State Plane Coordinate System, NAD 83 (1993 Adj.), South Zone. All Coordinates shown are surface and maybe converted to grid by multiplying by TXDOT conversion factor of 0.999996;

A survey plat of even date was prepared and made a part of this metes and bounds description.



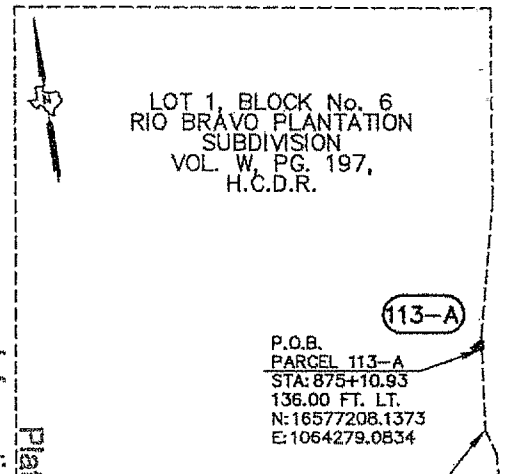
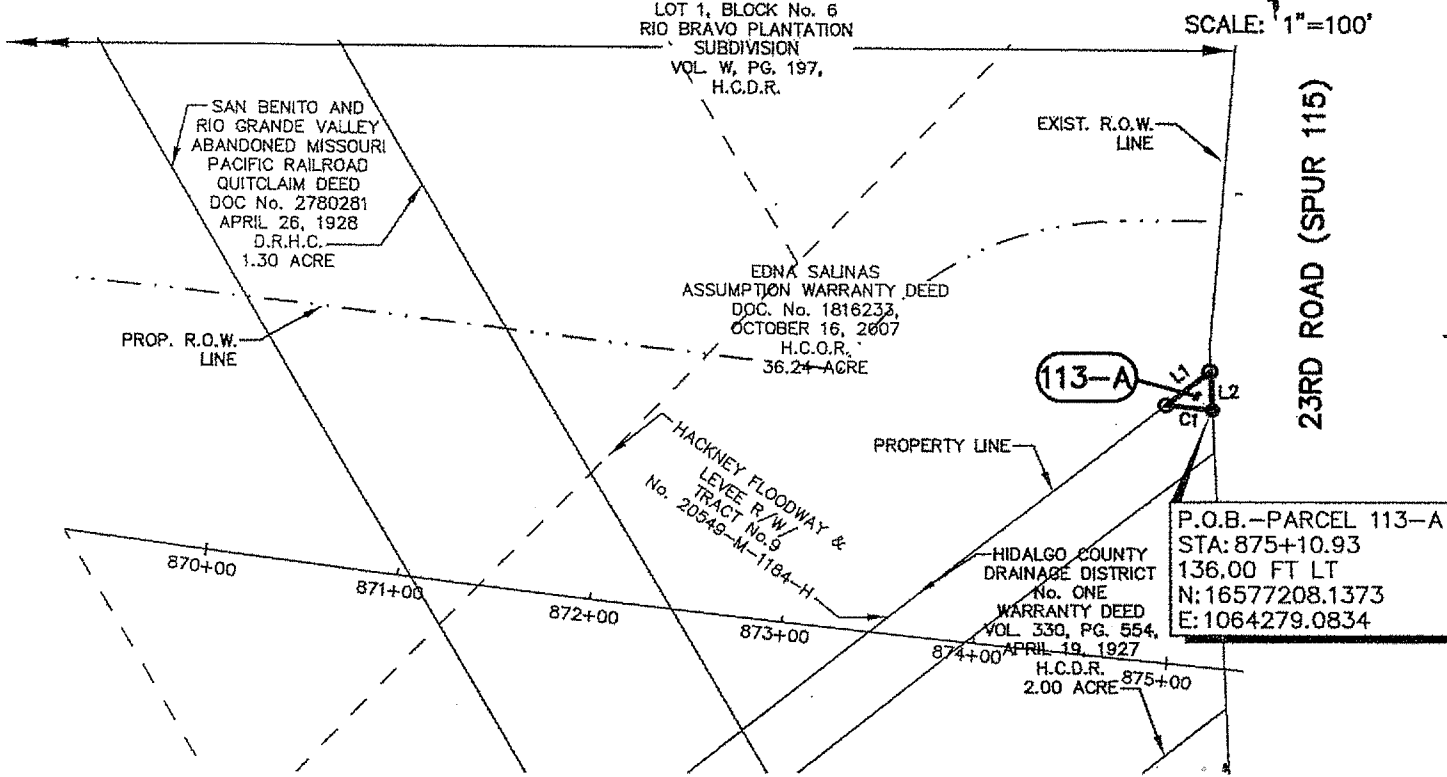
Samuel D. Maldonado, PE, RPLS
R.P.L.S. No. 6027
SAM Engineering and Surveying (SAMES, Inc.)



7/26/2016

SYMBOL LEGEND

○	- SET 5/8" IRON ROD W/ ALUMINUM CAP STAMPED "H.C.R.M.A."	---	- EXIST. ROW LINE
●	- FND. 5/8" IRON ROD W/ ALUMINUM CAP STAMPED "H.C.R.M.A."	---	- EXIST. PROPERTY LINE
---	- PARCEL BOUNDARY LINE	---	- EXIST. CENTER LINE
---	- EXIST. EASEMENT INSIDE PARCEL	000+00	- STATION NUMBERS
---	- EXIST. EASEMENT OUTSIDE PARCEL	⓪	- PARCEL No.



Plat is supplied for Informational Purposes ONLY

INSET

S.E. CORNER
36.24 ACRE TRACT
ASSUMPTION
WARRANTY DEED
DOC. No. 1816233,
H.C.O.R.
P.O.B.
PARCEL 112
STA: 875+92.45
221.21 FT. RT.
N: 16576841.7725
E: 1064271.3317

P.O.B. - PARCEL 113-A
STA: 875+10.93
136.00 FT LT
N: 16577208.1373
E: 1064279.0834

- GENERAL NOTES:**
1. ALL BEARINGS AND DISTANCE ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM, (NAD 83), TEXAS SOUTH ZONE.
 2. ALL DISTANCE AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960




LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 60°33'04" E	29.27'
L2	S 06°14'31" W	20.75'


CURVE TABLE						
CURVE	RADIUS	ARC LENGTH	CHORD	BEARING	DELTA	TANGENT
CT	13,964.00'	24.07'	24.07'	N74°58'57"W	00°05'55"	12.03'

LOT 1, BLOCK 6, RIO BRAVO PLANTION SUBDIVISION - VOL. W, PG. 197, H.C.D.R.					
PARCEL ID	EXISTING (SQ. FT.)	CONVEYANCE DOC. NO.-VOL & PG	TO BE ACQUIRED (SQ. FT.)	REMAINDER(SQ. FT.) LEFT - RIGHT	
113-A	1,578,614.40	VOL. 330 PG. 554 H.C.D.R.	246.54	1,565,065.42	

MDL 7/26/2016
 SAMUEL DAVID MALDONADO DATE REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6027



HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
PROGRAM MANAGEMENT CONSULTANT
DANNENBAUM
ENGINEERING CORPORATION
T.B.P.E. FIRM REGISTRATION #392
 1108 NOLANA LOOP, STE 200 McALLEN, TX 78504 (956) 682-3877



SAM Engineering & Surveying
200 S. 10th STREET, SUITE 1007 TEL: (956) 702-6880
 McALLEN, TEXAS 78501 FAX: (956) 702-5903
 SURVEY FIRM REG. NO. 181416-02

PLAT OF SURVEY: PARCEL 113-A

DIST. NAME: PHARR	DIST. NAME: PHARR
RCSJ No.: 3627-01-001	DATE: JULY 2016
PROJECT NAME: SH365-SEG. 2 U.S. 281	SHEET No. 3 OF 4

Name: PARCEL 113-A

End North: 16577208.1373' East: 1064279.0834'

Segment #1: Curve

Length: 24.056' Radius: 13963.999'

Delta: 000.0987 (d) Tangent: 12.028'

Chord: 24.056' Course: N74° 58' 57.15"W

Course In: S15° 04' 00.52"W Course Out: N14° 58' 05.18"E

RP North: 16563724.1736' East: 1060649.2088'

End North: 16577214.3705' East: 1064255.8490'

Segment #2: Line

Course: N60° 33' 04.02"E Length: 29.270'

North: 16577228.7611' East: 1064281.3371'

Segment #3: Line

Course: S06° 14' 31.03"W Length: 20.747'

North: 16577208.1368' East: 1064279.0835'

Perimeter: 74.073' Area: 246.54 Sq. Ft.

Error Closure: 0.0005 Course: S09° 18' 58.52"E

Error North: -0.00050 East: 0.00008

Precision 1: 148146.000



SDC
7/26/2016

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT		B. TYPE OF LOAN				
		1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input type="checkbox"/> Conv. Unins. 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins.				
		6. FILE NUMBER: 0003168481			7. LOAN NUMBER:	
		8. MORTGAGE INS CASE NUMBER:				
C. NOTE: <i>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 "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.</i>						
D. NAME AND ADDRESS OF BUYER: Hidalgo County Regional Mobility Authority PO BOX 1766, PHARR, TX 78577		E. NAME AND ADDRESS OF SELLER: Hidalgo County Drainage District No.1, a political subdivision of the State of Texas 902 N. Doolittle Rd, Edinburg, TX 78542		F. NAME AND ADDRESS OF LENDER:		
G. PROPERTY LOCATION: Not Known Lot(s): 1, Block: 6 Rio Bravo Plantation		H. SETTLEMENT AGENT: Sierra Title of Hidalgo County, Inc. PLACE OF SETTLEMENT: 3401 N. 10th Street McAllen, TX 78501		I. SETTLEMENT DATE: December 5, 2016 DISBURSEMENT DATE: December 5, 2016		

J. SUMMARY OF BUYER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BUYER:	
101. Contract sales price	24.00
102. Personal property	
103. Settlement charges to buyer (line 1400)	804.50
104.	
105.	
<i>Adjustments for items paid by seller in advance</i>	
106. City/Town taxes	
107. County taxes	
108. Assessments	
109.	
110.	
111.	
112.	
120. GROSS AMOUNT DUE FROM BUYER	828.50
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:	
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.	
<i>Adjustments for items unpaid by seller</i>	
210. City/Town taxes	
211. County taxes	
212. Assessments	
213.	
214.	
215.	
216.	
217. NO ACCOUNT FOUND PARTIAL TAKE	
218.	
219.	
220. TOTAL PAID BY/FOR BUYER	0.00
300. CASH AT SETTLEMENT FROM/TO BUYER:	
301. Gross amount due from Buyer (Line 120)	828.50
302. Less amount paid by/for Buyer (Line 220)	()
303. CASH FROM BUYER	828.50

K. SUMMARY OF SELLER'S TRANSACTION	
400. GROSS AMOUNT DUE TO SELLER:	
401. Contract sales price	24.00
402. Personal property	
403.	
404.	
405.	
<i>Adjustments for items paid by seller in advance</i>	
406. City/Town taxes	
407. County taxes	
408. Assessments	
409.	
410.	
411.	
412.	
420. GROSS AMOUNT DUE TO SELLER	24.00
500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	To:
505. Payoff of second mortgage loan	To:
506.	
507.	
508.	
509.	
<i>Adjustments for items unpaid by seller</i>	
510. City/Town taxes	
511. County taxes	
512. Assessments	
513.	
514.	
515.	
516.	
517. NO ACCOUNT FOUND PARTIAL TAKE	
518.	
519.	
520. TOTAL REDUCTION AMOUNT DUE SELLER	0.00
600. CASH AT SETTLEMENT TO/FROM SELLER:	
601. Gross amount due to Seller (Line 420)	24.00
602. Less reductions due Seller (Line 520)	(0.00)
603. CASH TO SELLER	24.00

L. SETTLEMENT CHARGES

700. TOTAL COMMISSION Based on Price				PAID FROM BUYER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
\$	@	%			
Division of Commission (line 700) as Follows:					
701.	to				
702.	to				
703. Commission Paid at Settlement					
The following persons, firms or corporations received a portion of the real estate commission amount shown above:					
704.	to				
800. ITEMS PAYABLE IN CONNECTION WITH LOAN					
801.	Loan Origination Fee	%	to		
802.	Loan Discount	%	to		
803.	Appraisal fee		to		
804.	Credit report		to		
805.	Lender's inspection fee		to		
806.	Mortgage insurance application fee		to		
807.	Assumption fee		to		
808.			to		
809.			to		
810.			to		
811.			to		
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE					
901.	Interest From	12/05/16	to 01/01/17 @ \$ /day (27 days %)		
902.	Mortgage insurance premium	for	month to		
903.	Hazard insurance premium	for	year to		
904.		for	year to		
905.			to		
1000. RESERVES DEPOSITED WITH LENDER					
1001.	Hazard insurance	Months @ \$	per Month		
1002.	Mortgage insurance	Months @ \$	per Month		
1003.	City property taxes	Months @ \$	per Month		
1004.	County property taxes	Months @ \$	per Month		
1005.	Annual assessments	Months @ \$	per Month		
1006.		Months @ \$	per Month		
1007.		Months @ \$	per Month		
1008.		Months @ \$	per Month		
1100. TITLE CHARGES					
1101.	Settlement or closing fee	to Sierra Title of Hidalgo County, Inc.		500.00	
1102.	Abstract or title search	to			
1103.	Title examination	to			
1104.	Title insurance binder	to			
1105.	Document preparation	to			
1106.	Notary fees	to			
1107.	Attorney's fees	to			
	(includes above item numbers:)		
1108.	Owner's policy premium	to Sierra Title of Hidalgo County, Inc.		238.00	
	(includes above item numbers:)		
1109.	Lender's coverage				
1110.	Owner's coverage	\$ 24.00	238.00		
1111.	State of Texas Policy Guaranty Fee (O)	to Texas Title Insurance Guaranty Association		3.00	
1112.		to			
1113.	E filing fee (B)	to Sierra Title of Hidalgo County, Inc.		3.50	
1114.		to			
1115.		to			
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201.	Recording fees: Deed \$ 60.00; Mortgage ; Releases			60.00	
1202.	City/County tax/stamps: Deed ; Mortgage				
1203.	State tax/stamps: Deed ; Mortgage				
1204.		to			
1205.		to			
1300. ADDITIONAL SETTLEMENT CHARGES					
1301.	Survey	to			
1302.	Pest inspection	to			
1303.		to			
1304.		to			
1305.		to			
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)				804.50	0.00

HUD-1, Attachment

Buyer: Hidalgo County Regional Mobility
Authority
PO BOX 1766
PHARR, TX 78577

Seller: Hidalgo County Drainage District No.1,
a political subdivision of the State of
Texas
902 N. Doolittle Rd
Edinburg, TX 78542

Lender:

Settlement Agent: Sierra Title of Hidalgo County, Inc.
(956)682-8321

Place of Settlement: 3401 N. 10th Street
McAllen, TX 78501

Settlement Date: December 5, 2016

Disbursement Date: December 5, 2016

Property Location: Not Known

Lot(s): 1, Block: 6 Rio Bravo Plantation

Hidalgo County Regional Mobility Authority

Hidalgo County Drainage District No.1, a political
subdivision of the State of Texas

BY: _____
Hidalgo County Regional Mobility Authority,
By: Half Associates, Inc.,
By: John Howell, Right of Way Specialist

BY: _____
Ramon Garcia, Chairman of the Board

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Sierra Title of Hidalgo County, Inc.
Settlement Agent

ADDENDUM

G.F. No.: 0003168481

DATE: December 5, 2016

Not Known,

Line 303 Amount: \$828.50

Line 603 Amount: \$24.00

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.

The Seller's and Purchaser's/Borrower's signatures hereon acknowledge their approval and signify their understanding that tax and insurance pro-rations and reserves are based on figures for the preceding year or supplied by others or estimated for the current year, and in the event of any change for the current year, all necessary adjustments will be made between Purchaser/Borrower and Seller directly. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Settlement Agent by the Seller.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

I hereby authorize the Settlement Agent to make expenditures and disbursements as shown above and approve same for payment.

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas

Hidalgo County Regional Mobility Authority

BY: _____
Ramon Garcia, Chairman of the Board

BY: _____
Hidalgo County Regional Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

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.

Settlement Agent:

Date:

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 Sections 1001 and 1010.

HUD-1 SETTLEMENT STATEMENT ADDENDUM

December 5, 2016

RE: GF NO.: 0003168481

PROPERTY ADDRESS: Not Known,

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.

Hidalgo County Regional Mobility Authority
BY: _____
Hidalgo County Regional Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas
BY: _____
Ramon Garcia, Chairman of the Board

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.

Settlement Agent

Date

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.

TAX INFORMATION AND PRORATION AGREEMENT

Purchaser and Seller understand the Escrow Agent has assembled the information representing this transaction from the best available sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this statement. Purchaser and Seller understand that tax and insurance proration and reserves were based on figures for the preceding year or estimates for the current year. In the event of any change for the current year, all necessary adjustments must be made directly between the parties. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Title Company by Seller.

PURCHASER TO CLAIM HOMESTEAD EXEMPTION AT HIDALGO COUNTY APPRAISAL DISTRICT, 4405 S. PROFESSIONAL DRIVE, EDINBURG, TX 78540, BETWEEN JANUARY 1 AND MAY 1. PURCHASER UNDERSTANDS THAT IT IS HIS DUTY TO RENDER THIS PROPERTY TO THE APPROPRIATE TAXING BODIES, CLAIMING WHAT OTHER EXEMPTIONS TO WHICH HE MIGHT BE ENTITLED, AND TO VERIFY THE ASSESSMENT.

SELLER AGREES TO INDEMNIFY BUYER FOR ANY UNPAID PRIOR YEARS' TAXES IF ANY SUCH TAXES ARE DETERMINED BY THE APPROPRIATE TAXING AUTHORITY.

THE BUYER FURTHER UNDERSTANDS THAT THE OWNERS TITLE POLICY IS SUBJECT TO SUBSEQUENT ASSESSMENTS FOR PRIOR YEARS DUE TO CHANGE IN LAND USAGE OR OWNERSHIP.

Hidalgo County Regional Mobility Authority
BY: _____
Hidalgo County Regional Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas
BY: _____
Ramon Garcia, Chairman of the Board

**CONTROLLED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT -
TAX SERVICE**

To: THE UNDERSIGNED
From: SIERRA TITLE OF HIDALGO COUNTY, INC.
Property: Not Known,
Date: December 5, 2016

This is to give you notice that **Sierra Title of Hidalgo County, Inc.** has a business relationship with **Tax Service of Hidalgo County** in that the majority stockholder in **Sierra Title of Hidalgo County, Inc.**, and the majority stockholder in **Tax Service of Hidalgo County** are the same individual. Because of this relationship, this referral may provide **Sierra Title of Hidalgo County, Inc.** a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are **NOT** required to use the listed provider(s) as a condition for [settlement of your loan on] (or) [purchase, sale, or refinance of] the subject property. **THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICES PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

Provider of settlement services	Charge or range of charges
<u>Tax Information and Tax Certificates</u>	<u>\$54.13</u>

ACKNOWLEDGMENT

I/we have read the disclosure form and understand that **Sierra Title of Hidalgo County, Inc.** is referring me/us to purchase the above described settlement services(s) and may receive a financial or other benefit as a result of this referral.

Hidalgo County Regional Mobility Authority

BY: _____
Hidalgo County Regional Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas

BY: _____
Ramon Garcia, Chairman of the Board

DISPUTE RESOLUTION BY BINDING ARBITRATION

At any party's request, any and all disputes arising under or relating to this real estate closing and the closing or settlement services rendered by **Sierra Title of Hidalgo County, Inc.** will be submitted to an arbitrator or arbitrating body for binding arbitration and prompt resolution. Both the Title Company and Customer agree to be bound by this provision and the results of said arbitration. Customer understands and agrees that she/he has the right to consult independent counsel regarding this provision and if accepted, the provision will eliminate all Parties' right to a jury trial in any and all disputes that may arise against each other.

Hidalgo County Regional Mobility Authority

BY: _____
Hidalgo County Regional Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas

BY: _____
Ramon Garcia, Chairman of the Board

SIERRA TITLE OF HIDALGO COUNTY, INC.

AFFIDAVIT AND INDEMNITY AS TO DEBTS, LIENS AND POSSESSION
 (USE SEPARATE FORM FOR EACH PARTY)
 TO BE FILLED IN PERSONALLY BY SELLER OR BORROWER IN HIS/HER OWN HANDWRITING

File No.: 0003168481
 SUBJECT PROPERTY: Lot(s): 1, Block: 6 Rio Bravo Plantation

STATE OF TEXAS
 COUNTY OF HIDALGO

Before me, the undersigned authority on this day personally appeared Hidalgo County Drainage District No.1, a political subdivision of the State of Texas.

Seller or Owner-Borrower* or Contractor (if new construction)

personally known to me to be the person whose name is subscribed hereto and upon his oath deposes and says that no proceedings in bankruptcy or receivership have been instituted by or against him and that the marital status of affiant has not changed since the day of acquisition of said property and represents to the purchaser and/or Lender in this transaction that there are:

1. No unpaid debts for plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennae, carpeting, rugs, lawn sprinkling systems, venetian blinds, window shades, draperies, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statement, security agreement or otherwise except the following: (If NONE, write "NONE" on blank line)

Creditor	Approximate Amount

2. No loans or liens (including Federal or State Liens and Judgment Liens) and no unpaid governmental or association taxes or assessments of any kind on such property except the following: (If NONE, write "NONE" on blank line)

Creditor	Approximate Amount

3. All labor and material used in the construction of improvements on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or the property upon which same are situated, and I hereby declare that all sums of money due for the erection of improvements have been fully paid and satisfied, except as follows: (If NONE, write "NONE" on blank line)

4. No parties are in possession other than affiant, except as follows: (If NONE, write "NONE" on blank line)

5. *To be filled in if a sale -*The Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign entity (as defined in the Internal Revenue Code and Income Tax Regulations). Seller's U.S. employer identification number (or social security number) is: . Seller's address (office address, if seller is an entity; home address if seller is an individual) is:

902 N. Doolittle Rd, Edinburg, TX 78542

This affidavit may be disclosed to the Internal Revenue Service and is furnished to Buyer to inform Buyer that withholding of tax is not required under Section 1445 of the Internal Revenue Code.

INDEMNITY: I AGREE TO PAY ON DEMAND TO THE PURCHASERS AND/OR LENDER IN THIS TRANSACTION, THEIR SUCCESSORS AND ASSIGNS, ALL AMOUNTS SECURED BY ANY AND ALL LIENS NOT SHOWN ABOVE, TOGETHER WITH ALL COSTS, LOSS AND ATTORNEY'S FEES THAT SAID PARTIES MAY INCUR IN CONNECTION WITH SUCH UNMENTIONED LIENS, PROVIDED SAID LIENS EITHER CURRENTLY APPLY TO SUCH PROPERTY, OR A PART THEREOF, OR ARE SUBSEQUENTLY ESTABLISHED AGAINST SAID PROPERTY AND ARE CREATED BY ME, KNOWN BY ME, OR HAVE AN INCEPTION DATE PRIOR TO THE CONSUMMATION OF THIS TRANSACTION.

I realize that the purchaser and/or Lender in this transaction are relying on the representations contained herein in purchasing same or lending money thereon and would not purchase same or lend money thereon unless said representations were made. If Seller or Borrower is an entity, I have authority to sign on its behalf.

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas

BY: _____
 Ramon Garcia, Chairman of the Board

Subscribed and sworn to before me this _____ day of _____, _____.

By _____

Notary Public

*Note: This form is to be filled in and signed by seller in case of sale. If no sale, it is to be filled in and signed by the owner-borrower. If there is any new construction, the contractor must also join in this form or fill in and sign a separate one.

*If seller is a non-resident alien, foreign corporation, etc., call your manager or Legal Department.

NOTE TO BUYER: Buyer must retain until end of fifth taxable year following taxable year of transfer and must file with the Internal Revenue Service if required by regulation or otherwise.

Revised 01/02

**INSTRUCTIONS FOR DISBURSEMENT OF
SELLERS PROCEEDS**

Call when check is ready:

Seller(s) at home _____ work _____ cell _____

Realtor at _____

Other _____ at Phone No. _____

Mail check to: _____

Federal Express check to: _____

Wire Transfer funds to:
Name of Receiving Bank: _____
ABA No.: _____
Credit to the account of: _____
Account No.: _____

Deposit into Acct. No. _____ (Deposit Slip Attached)

Make check payable to Seller's Attorney:
_____, Trustee

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas

BY: _____
Ramon Garcia, Chairman of the Board

Part III. Seller Certification

Under penalties of perjury, I certify that all the above information is true as of the end of the day of the sale or exchange.

Hidalgo County Drainage District No.1, a political subdivision of
the State of Texas

BY: _____ Date _____
Ramon Garcia, Chairman of the Board

NOTE: REAL ESTATE REPORTING PERSON MUST RETAIN THIS CERTIFICATION
FOR FOUR YEARS AFTER THE YEAR OF THE SALE.

BUYER'S MAILING ADDRESS VERIFICATION FORM

****THIS FORM MUST BE FILLED OUT COMPLETELY****

GF No.: 0003168481

Borrower/Buyer Name(s): Hidalgo County Regional Mobility Authority

It is imperative that we have your correct mailing address for forwarding of all correspondence and/or any and all legal documentation and/or title policies.

Mailing Address: (Below, please list the exact address where mail must be sent, include Post Office Box Number, Apartment Number, Unit Number, etc.)

Street Address (include Unit no. or Apt. no.)

P.O. Box

City

State

Zip Code

Phone Information

Buyer One

Buyer Two

Home No.: _____

Business No.: _____

Mobile No.: _____

Email Address: _____

Date of Birth: _____

Social Security No.: _____

Drivers License No.: _____

Hidalgo County Regional Mobility Authority

Date

SELLER'S MAILING ADDRESS VERIFICATION FORM

****THIS FORM MUST BE FILLED OUT COMPLETELY****

GF No.: 0003154123

Seller Name(s): Hidalgo County Drainage District No.1, a political subdivision of the State of Texas

It is imperative that we have your correct mailing address for forwarding of all correspondence and/or any and all legal documentation and/or title policies.

Mailing Address: (Below, please list the exact address where mail must be sent, include Post Office Box Number, Apartment Number, Unit Number, etc.)

Street Address (include Unit no. or Apt. no.)

P.O. Box

City

State

Zip Code

Phone Information

Seller One

Seller Two

Home No.: _____

Business No.: _____

Mobile No.: _____

Email Address: _____

Date of Birth: _____

Social Security No.: _____

Drivers License No.: _____

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas

Ramon Garcia Chairman of the Board

Date: _____

TITLE COMPANY DISCLOSURES

GUARANTY FILE NO.: 0003168481

SELLER (whether one or more): Hidalgo County Drainage District No.1, a polotical subdivision of the State of Texas

BUYER (whether one or more): Hidalgo County Regional Mobility Authority

LENDER:

PROPERTY: Not Known,

By initialing some or all of the following items as may be appropriate for this transaction, each SELLER and/or BUYER acknowledges their understanding of the disclosures being made by Sierra Title of Hidalgo County, Inc. (hereinafter called "TITLE COMPANY"). Each disclosure is being made to BUYER and SELLER on behalf of both TITLE COMPANY and its title insurance underwriter.

Buyer's Initials _____ _____	1. WAIVER OF INSPECTION. In consideration of the issuance by TITLE COMPANY to BUYER of either an Owner Policy of Title Insurance (T-1) or a Residential Policy of Title Insurance (T-1R) - (in this document either such policy, unless specifically referred to otherwise, is referred to as the "Owner Title Policy") insuring good and indefeasible title to the Property, except as to be shown in Schedule B of the Owner Title Policy and subject to the terms and conditions of such Owner Title Policy, BUYER hereby waives any obligation on the part of TITLE COMPANY to inspect the Property.
---	---

BUYER agrees to accept an Owner Title Policy containing the Schedule B exception 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 on Schedule A of the Owner Title Policy. Within the meaning of this exception, "possession" includes open acts or visible evidence of occupancy and any visible and apparent roadway or easement on or across all or any part of the Property, but this exception does not extend to any right, claim, or interest evidenced by a document recorded in the real estate records maintained by the County Clerk of the county in which the Property is located.

However, if the BUYER does not initial this paragraph, the BUYER is indicating the BUYER'S refusal to accept an Owner Title Policy containing an exception as to "RIGHTS OF PARTIES IN POSSESSION". The TITLE COMPANY may then require an inspection of the Property and additional charges may be assessed for the reasonable and actual costs of such an inspection. TITLE COMPANY may make additional exceptions in Schedule B of the Owner Title Policy for matter as revealed by such inspection.

Buyer's Initials _____ _____	2. RECEIPT OF COMMITMENT. BUYER hereby acknowledges having received and reviewed a copy of the Commitment for Title Insurance issued in connection with the above referenced transaction and any copies of the documents described therein requested by BUYER. BUYER understands that the Owner Title Policy will contain the exceptions set forth in Schedule B of the Commitment for Title Insurance, together with any additional exceptions to title resulting from the final down date search of the public records and from the documents involved in this transaction and any additional exceptions for items shown in Schedule C of the Commitment for Title Insurance which have not been resolved.
---	---

Buyer's Initials _____ _____	3. UNSURVEYED PROPERTY. BUYER understands that no up-to-date survey of the Property has been done in connection with this transaction and that the Owner Title Policy to be issued to BUYER will not provide title insurance coverage against encroachments and/or protrusions of improvements, boundary conflicts, or other matters that would be found by a current survey. TITLE COMPANY has not attempted to determine if the Property lies in a special flood hazard area, and TITLE COMPANY has not made any representation concerning proximity of the Property in relation to any flood-plain or flood hazard area. BUYER is advised that information concerning special flood hazard areas may be available from county or municipal offices, a qualified surveyor or land-engineering company, or a private flood-plain consultant.
---	--

Buyer's
Initials

4. **BOUNDARY COVERAGE.** As proposed to be issued, BUYER'S Owner Title Policy will contain a general exception to any discrepancies or conflicts in area or boundary lines, and any encroachments, protrusions, or overlapping of improvements. On payment of an additional 15% of the Owner Title Policy premium, policy coverage against these matters is available, subject to TITLE COMPANY'S approval of a current survey of the Property and without limiting specific exceptions to matters disclosed by the survey. BUYER DECLINES TO OBTAIN THIS ADDITIONAL COVERAGE.

Seller's
Initials

Buyer's
Initials

5. **PROPERTY TAX PRORATIONS.** Property taxes for the current year have been prorated between BUYER and SELLER, who each acknowledge and understand that these prorations are based upon (a) the sales price or the most current appraised value available and the most current tax rate available or (b) some other common method of estimation. SELLER warrants and represents that there are no past due taxes owed on the Property and if such warranty and representation is untrue, the SELLER shall reimburse TITLE COMPANY, on demand, for any sums paid by the TITLE COMPANY to pay such taxes, and any related penalty and interest. NO ACCOUNT FOUND PARTIAL TAKE

BUYER and SELLER each agree that, when the amount of the current year's taxes become known and payable they will adjust any changes of the proration and reimbursement between themselves and the TITLE COMPANY shall have no liability or obligation with respect to these prorations.

Buyer's
Initials

6. **TAX RENDITION AND EXEMPTIONS.** Although the Tax Appraisal District may independently determine BUYER'S new ownership and billing address, BUYER is still obligated by law to "render" the Property for taxation by notifying the Tax Appraisal District of the change in the Property's ownership and of BUYER'S proper address for tax billing. BUYER is advised that current year's taxes may have been assessed on the basis of various exemptions obtained by SELLER (i.e., homestead or over-65).

It is the BUYER'S responsibility to qualify for BUYER'S own tax exemptions and to meet any requirements prescribed by the taxing authorities. BUYER acknowledges and understands these obligations and the fact that TITLE COMPANY assumes no responsibility for future accuracy of Tax Appraisal District records concerning ownership, tax-billing address, or status of exemptions.

Buyer's
Initials

7. **HOMEOWNER'S ASSOCIATION.** BUYER acknowledges that ownership of the Property involves membership in a Homeowner's, Condominium or other Property Owner's Association, to which monthly or annual dues or assessments may be owed. These dues or assessments may be enforceable by a lien against the Property. BUYER understands that the Association (or its managing agent) should be contacted by BUYER immediately to ascertain the exact amount of future dues or assessments. TITLE COMPANY has made no representations with respect to, such Associations' annual budget, pending repairs or deferred maintenance, if any, or other debts of the Association. BUYER accepts sole responsibility to obtain such information and verify its accuracy to BUYER'S satisfaction. NO ASSOCIATION

Seller's
Initials

Buyer's
Initials

8. **CLOSING DISCLAIMER.** SELLER and BUYER each acknowledge and understand that the above referenced transaction has not yet "closed". Any change in the possession of the Property takes place AT BUYER'S AND SELLER'S OWN RISK. THIS TRANSACTION IS NOT "CLOSED" UNTIL:

- a. ALL TITLE REQUIREMENTS ARE COMPLETED TO THE SATISFACTION OF TITLE COMPANY;
- b. ALL NECESSARY DOCUMENTS ARE PROPERLY EXECUTED, REVIEWED, AND ACCEPTED BY THE PARTIES TO THIS TRANSACTION AND BY TITLE COMPANY; AND,
- c. ALL FUNDS ARE COLLECTED AND DELIVERED TO AND ACCEPTED BY THE PARTIES TO WHOM THEY ARE DUE.

Buyer's
Initials

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

You may require deletion of the arbitration provision of the Owner Title 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 9.

**Seller's
Initials**

10. IRS REPORTING. SELLER acknowledges having received at closing a copy of the HUD-1 Settlement Statement as a Substitute Form 1099-S. In accordance with federal tax regulations, information from the HUD-1 Statement will be furnished to the Internal Revenue Service.

**Seller's
Initials**

**Buyer's
Initials**

11. ERRORS AND OMISSIONS. In the event that any of the documents prepared in connection with the closing of this transaction contain errors which misstate or inaccurately reflect the true and correct terms, conditions and provisions of this closing, and the inaccuracy or misstatement is due to a clerical error or to a unilateral mistake on the part of the TITLE COMPANY, or to a mutual mistake on the part of the TITLE COMPANY and/or the SELLER and/or the BUYER, the undersigned agree to execute, in a timely manner, such correction documents as TITLE COMPANY may deem necessary to remedy such inaccuracy or misstatement.

**Buyer's
Initials**

12. ATTORNEY REPRESENTATION AND NOTICE. BUYER may wish to consult an attorney to discuss the matters shown on Schedule B or C of the Commitment for Title Insurance that was issued in connection with this transaction. These matters will affect the title and use of the Property. The Title Insurance Policy will be a legal contract between BUYER and the underwriter. Neither the Commitment for Title Insurance nor the Title Insurance Policy is an abstract of title, title reports or representations of title. They are contracts of indemnity. No representation is made that your intended use of the Property is allowed under law or under the restrictions or exceptions affecting the property.

SELLER SIGNATURE

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas

BY: _____
Ramon Garcia, Chairman of the Board

Subscribed and sworn to before me this _____ day of _____, _____.

By _____

Notary Public

BUYER SIGNATURE

Hidalgo County Regional Mobility Authority

BY: _____
Hidalgo County Regional Mobility Authority,
By: Half Associates, Inc.,
By: John Howell, Right of Way Specialist

Subscribed and sworn to before me this _____ day of _____, _____.

By _____

Notary Public

WAIVER OF INSPECTION AND DISCLOSURE TO OWNER

TO: **Fidelity National Title** ("Title Insurer")
Sierra Title of Hidalgo County, Inc. ("The Company")

RE: Hidalgo County Drainage District No.1, a political subdivision of the State of Texas to Hidalgo County Regional Mobility Authority

GF (File) No.: **0003168481**

Land: **Parcel 113-A:**

Being a 0.006 of an acre (246.54 sq. ft.) tract of land, more or less out of Lot 1, Block 6, Rio Bravo Plantation Subdivision, Hidalgo County Texas, as per map recorded in Volume W, Page 197, Deed Records of Hidalgo County Texas, being out of that certain recorded in Warranty Deed Volume 330, Page 554, Deed Records of Hidalgo County, Texas, said 0.006 acre (246.54 sq. ft.), being more particularly described by metes and bounds as follows:

SEE EXHIBIT "A" ATTACHED.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof.

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.

Date: December 5, 2016

Signature:

Hidalgo County Regional Mobility Authority

BY: _____
Hidalgo County Regional Mobility Authority,
By: Half Associates, Inc.,
By: John Howell, Right of Way Specialist

**SUBSTITUTE FORM 1099-S
PROCEEDS FROM REAL ESTATE TRANSACTIONS
FOR THE TAX YEAR: 2016**

OMB No. 1545-0997

SETTLEMENT AGENT/FILER'S NAME AND ADDRESS

Sierra Title of Hidalgo County, Inc.

Filer's Federal Tax ID Number:

Order Number:

74-1649949

0003168481

3401 N. 10th Street
McAllen, TX 78501
956-682-8321

SELLER/TRANSFEROR'S NAME AND ADDRESS

Hidalgo County Drainage District No.1, a
political subdivision of the State of Te
902 N. Doolittle Rd
Edinburg, TX 78542

Transferor's Federal Tax ID Number:

XX-XXX0959

1) Date of Closing: 12/05/16	2) Gross Proceeds: 476.00	4) X here if property or services received:	5) Buyer's part of real estate tax: 0.00
3) Address or Legal Description: Not Known			

THIS IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION MAY BE IMPOSED ON YOU IF THIS ITEM IS REQUIRED TO BE REPORTED AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED.

YOU ARE REQUIRED BY LAW TO PROVIDE SIERRA TITLE OF HIDALGO COUNTY, INC. WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER. IF YOU DO NOT PROVIDE SIERRA TITLE OF HIDALGO COUNTY, INC. WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER, YOU MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES IMPOSED BY LAW.

UNDER PENALTIES OF PERJURY, I CERTIFY THAT THE NUMBER SHOWN ABOVE ON THIS STATEMENT IS MY CORRECT TAXPAYER IDENTIFICATION NUMBER.

I ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Hidalgo County Drainage District No.1, a political subdivision of
the State of Texas

Date

BY: _____

Date

Ramon Garcia, Chairman of the Board

Sign and return a copy of this form immediately to Sierra Title of Hidalgo County, Inc.

For sales or exchanges of certain real estate, the person responsible for closing a real estate transaction must report the real estate proceeds to the Internal Revenue Service and must furnish this statement to you. To determine if you have to report the sale or exchange of your main home on your tax return, see the 2016 Schedule D (Form 1040) instructions. If the real estate was not your main home, report the transaction on Form 4797, Form 6252, and/or Schedule D (Form 1040). If box 4 is checked and you received or will receive like-kind property, you must file Form 8824.

Federal mortgage subsidy. You may have to recapture (pay back) all or part of a federal mortgage subsidy if all the following apply:

- You received a loan provided from the proceeds of a qualified mortgage bond or you received a mortgage credit certificate.
- Your original mortgage loan was provided after 1990.
- You sold or disposed of your home at a gain during the first 9 years after you received the federal mortgage subsidy.
- Your income for the year you sold or disposed of your home was over a specified amount.

This will increase your tax. See Form 8828, and Pub. 523.

Transferor's identification number. For your protection, this form may show only the last four digits of your SSN, ITIN, or ATIN. However, the issuer has reported your complete identification number to the IRS, and, where applicable, to state and/or local governments.

Account number. May show an account or other unique number the filer assigned to distinguish your account.

Box 1. Shows the date of closing.

Box 2. Shows the gross proceeds from a real estate transaction, generally the sales price. Gross proceeds include cash and notes payable to you, notes assumed by the transferee (buyer), and any notes paid off at settlement. Box 2 does not include the value of other property or services you received or will receive. See Box 4.

Box 3. Shows the address or legal description of the property transferred.

Box 4. If marked, shows that you received or will receive services or property (other than cash or notes) as part of the consideration for the property transferred. The value of any services or property (other than cash or notes) is not included in box 2.

Box 5. Shows certain real estate tax on a residence charged to the buyer at settlement. If you have already paid the real estate tax for the period that includes the sale date, subtract the amount in box 5 from the amount already paid to determine your deductible real estate tax. But if you have already deducted the real estate tax in a prior year, generally report this amount as income on the "Other income" line of Form 1040. For more information, see Pub. 523, Pub. 525, and Pub. 530.

For Paperwork Reduction Act Notice, see the 2016 General Instructions for Certain Information Returns.
Department of the Treasury - Internal Revenue Service

TAX PRORATION AGREEMENT

GF No. 3168481

Date: _____, 2016

SELLER: Hidalgo County Drainage District No. 1, a political Subdivision of the State of Texas

BUYER: Hidalgo County Regional Mobility Authority

Parcel 113-A:

Being a 0.006 of an acre (246.54 sq. ft.) tract of land, more or less out of Lot 1, Block 6, Rio Bravo Plantation Subdivision, Hidalgo County Texas, as per map recorded in Volume W, Page 197, Deed Records of Hidalgo County Texas, being out of that certain recorded in Warranty Deed Volume 330, Page 554, Deed Records of Hidalgo County, Texas, said 0.006 acre (246.54 sq. ft.), being more particularly described by metes and bounds as follows:

SEE EXHIBIT "A" ATTACHED.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof

Execution of this agreement indicates our understanding of the handling of the property taxes by the Title Company in the above referenced transaction. Since the amount of property taxes due for the current year cannot be determined at this time, the purchasers will be given credit for their share of the current year's taxes, in consideration of which purchaser will accept liability for and pay the total tax for the year when taxes are due. This closing procedure is known as a proration. The amount upon which the proration is figured is only an estimate based upon (i) tax figures for the previous year, or, (ii) computation of tax liability for the property for the current year from current tax rates provided by the various taxing authorities.

*****NO TAX PRORATIONS*****

If the actual tax assessment exceeds the estimated amount prorated at closing, seller agrees to immediately reimburse the purchaser the additional sum owed for the period from January 1 up to the closing date. Should the actual tax assessments be less than the estimated amount prorated at closing, purchaser agrees to immediately reimburse the seller the excess amount prorated/credited at closing. **All parties understand that the Title Company will not be responsible for, nor will they be involved in any dispute concerning this tax proration settlement.** It is agreed that Seller and Purchaser will contact each other directly, and the refund will be paid immediately upon written notification (with supporting documentation) from the other party that same is due. It is agreed, as evidenced by this document, that SELLER shall be totally liable for the payment of any and all "rollback taxes" in the event said taxes are assessed at the time of any change in land usage

Purchaser specifically understands that, if the tax prorations for the current year are based upon a tax computation for the property as unimproved land and significant improvements have been added since the last tax assessment by the taxing authorities, the tax liability for the current year may be significantly higher than the tax computation figures upon which the tax proration is based. Purchaser further understands that the lender(s) in this transaction, if any, may choose to base payment into escrow reserves upon unimproved tax figures which could result in a significant escrow shortage on the loan when taxes are paid by the lender for the current year. Any demand by the lender(s) for reimbursement of the escrow shortage and/or readjustment of payments required into the escrow reserve could result in a significant increase of monthly payments due on the loan.

The purchasers have also been made aware that they must take a copy of their recorded deed when received to the Central Appraisal District in order to have the taxes changed into their names and file for any exemptions, which apply.

The undersigned further agree to indemnify and hold harmless Sierra Title Company and (name of underwriter) from any and all future loss, claims, or further cause of action, that may arise due to inadequacy, incompleteness, or inaccuracy of the tax computations for the tax figures used in the proration of taxes, or for action taken by **Sierra Title Company** and **SIERRA TITLE INSURANCE GUARANTY COMPANY**, based upon reliance on such inadequate, incomplete or inaccurate tax figures so used in the proration.

SELLER(S):

Hidalgo County Drainage District No. 1, a political Subdivision of the State of Texas

BY: _____
Ramon Garcia, Chairman of the Board

PURCHASER(S):

Hidalgo County Regional
Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way
Specialist

STATE OF TEXAS
COUNTY OF HIDALGO

SUBSCRIBED AND SWORN to before me on this _____ day of _____, by t McAllen Foreign Trade Zone, Inc., a Texas nonprofit corporation (formerly known as Hidalgo County Drainage District No. 1, a political Subdivision of the State of Texas BY: Ramon Garcia, Chairman of the Board to certify which witness my hand and seal of office.

Notary Public, in and for the State of

Notary's Printed Name
My Commission Expires: _____

STATE OF TEXAS
COUNTY OF HIDALGO

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 2016, by Hidalgo County Regional Mobility Authority, By: Halff Associates, Inc., By: John Howell, Right of Way Specialist, to certify which witness my hand and seal of office.

Notary Public, in and for the State of

Notary's Printed Name
My Commission Expires: _____



SIERRA TITLE COMPANY

3401 North 10th Street • McAllen, Texas 78501 • TEL.: (956) 682-8321

**EXECUTED LETTER PERTAINING TO:
COMMISSIONERS' COURT SUBDIVISION REGULATIONS AND CITY'S ZONING
ORDINANCES & SUBDIVISION REGULATIONS**

DATE: _____, 2016

BUYER(S)/BORROWER(S): Hidalgo County Regional Mobility Authority

GF NUMBER: 3168481

PROPERTY:

Parcel 113-A:

Being a 0.006 of an acre (246.54 sq. ft.) tract of land, more or less out of Lot 1, Block 6, Rio Bravo Plantation Subdivision, Hidalgo County Texas, as per map recorded in Volume W, Page 197, Deed Records of Hidalgo County Texas, being out of that certain recorded in Warranty Deed Volume 330, Page 554, Deed Records of Hidalgo County, Texas, said 0.006 acre (246.54 sq. ft.), being more particularly described by metes and bounds as follows:

SEE EXHIBIT "A" ATTACHED.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof

One of the provisions of the regulations is that no permit shall be issued or utilities connected until an approved Subdivision Plat has been recorded.

IT WILL BE YOUR RESPONSIBILITY to comply with the appropriate Subdivision Regulations by contacting the Hidalgo County Planning Department and/or the Planning Department of the appropriate City.

A receipt of a copy of this letter is hereby acknowledged by the undersigned.

Hidalgo County Regional Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the _____ day of _____, 2016, by Hidalgo County Regional Mobility Authority, By: Halff Associates, Inc., By: John Howell, Right of Way Specialist.

Notary Public, State of
Notary's name (printed):

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

SPECIAL WARRANTY DEED

HCRMA ROW CSJ: 3627-01-001

HCRMA TRACT: 113A

Grantor(s), whether one or more:

Hidalgo County Drainage District No. 1, a political subdivision of the State of Texas

Grantor's Mailing Address (including county):

902 N. Doolittle Road
Edinburg, TX 78542
(Hidalgo County)

Grantee:

Hidalgo County Regional Mobility Authority

Grantee's Authority:

The HCRMA is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The HCRMA is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):

Hidalgo County Regional Mobility Authority
P. O. Box 1766
Pharr, TX 78577
(Hidalgo County)

Consideration:

The sum of Twenty-Four and No/100 Dollars (\$24.00) to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

Property:

All of that certain tract or parcel of land in Hidalgo County, Texas, being more particularly described in the attached **Exhibit "A"** (the "**Property**").

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Hidalgo County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

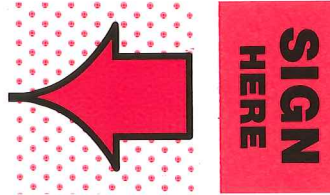
GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to the 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.

EXECUTED on the date(s) of acknowledgement indicated below.

GRANTORS:

Hidalgo County Drainage District No. 1, a political subdivision of the State of Texas:

By: _____
Ramon Garcia, Chairman of the Board



Acknowledgment

State of Texas,
County of Hidalgo:

This instrument was acknowledged before me on _____, 2016, by Ramon Garcia, as Chairman of the Board of Hidalgo County Drainage District No. 1, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public, State of Texas

EXHIBIT "A"

County: Hidalgo
Highway: H.C.R.M.A. SH 365 Segment 2
Project Limits: 874+86.64 to 875+10.93
ROW CSJ: 3627-01-001

July, 2016
Parcel 113-A
Page 1 of 4

Field Notes For Parcel 113-A

Being a 0.006 of an acre (246.54 sq. ft.) tract of land, more or less out of Lot 1, Block 6, Rio Bravo Plantation Subdivision, Hidalgo County Texas, as per map recorded in Volume W, Page 197, Deed Records of Hidalgo County Texas, being out of that certain 2.00 acre tract of land conveyed to Hidalgo County Drainage District Number One as recorded in Warranty Deed Volume 330, Page 554, Deed Records of Hidalgo County, Texas, said 0.006 acre (246.54 sq. ft.), being more particularly described by metes and bounds as follows:

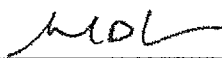
COMMENCING at a 5/8 inch iron rod found with aluminum cap stamped "H.C.R.M.A", at the intersection point of the North line of Lot 12, Block 6, Rio Bravo Plantation Subdivision, Hidalgo County Texas, as per map recorded in Volume W, Page 197, Deed Records of Hidalgo County, Texas, and the West Right of way line of 23rd Road (Spur 115), said point being the common corner of 4.16 acre tract of land conveyed to J.M. Moffitt Trustee, being an Abandoned Missouri Railroad Right of Way, and 36.24 acre tract of ;and (calculated) Conveyed to Edna Salinas in an Assumption Warranty Deed Recorded in Document Number 1816233, Official Records of Hidalgo County, Texas; **THENCE** North 03°32'06" East, a distance of 60.43, North 14°59'45" West, a distance of 80.78 feet, North 06°14'31" East, a Distance of 229.38 feet with the West right of way line of said 23rd Road (Spur 1154), to a 5/8 inch iron rod found with aluminum cap stamped "H.C.R.M.A", to a point being on a non-tangent curve, for the Southeast corner of this tract land and the **POINT OF BEGINNING** of herein described parcel, having a surface coordinates of X=1064279.0834, Y=16577208.1373, and being 136.00 feet left of and perpendicular to proposed baseline STA: 875+10.93;

1. **THENCE**, continuing with said curve to the left having a Radius of 13,964.00 feet, an Arc Length of 24.07 feet, a Chord Bearing of North 74°58'57" West, a Chord Distance of 24.07 feet, a Delta of 00°05'55", and a Tangent of 12.03 feet, to a five-eight (5/8) inch iron rod set with an aluminum cap stamped "H.C.R.M.A." on the North line of a 2.00 acre tract of land conveyed to Hidalgo County Drainage District Number One as recorded in Warranty Deed Volume 330, Page 554, Deed Records of Hidalgo County, Texas, for the Southwest corner of this tract of land;
2. **THENCE**, North 60°33'04" East, with the North line of said 2.00 acre tract of land a distance of 29.27 feet to a five-eight (5/8) inch iron rod set with an aluminum cap stamped "H.C.R.M.A." on the West right of way line of said 23rd Road (Spur 115) for the North corner of this tract of land;

3. **THENCE**, South $06^{\circ}14'31''$ West with the West right of way line of said 23rd Road (Spur 115), a distance of 20.75 feet to the PLACE OF BEGINNING, containing 0.006 of an acre (246.54 sq. ft.) tract of land, more or less.

NOTE: The Point of Beginning of this description has surface coordinates of $X=1064279.0834$, and $Y=16577208.1373$; All Bearings are based on the Texas State Plane Coordinate System, NAD 83 (1993 Adj.), South Zone. All Coordinates shown are surface and maybe converted to grid by multiplying by TXDOT conversion factor of 0.999996;

A survey plat of even date was prepared and made a part of this metes and bounds description.



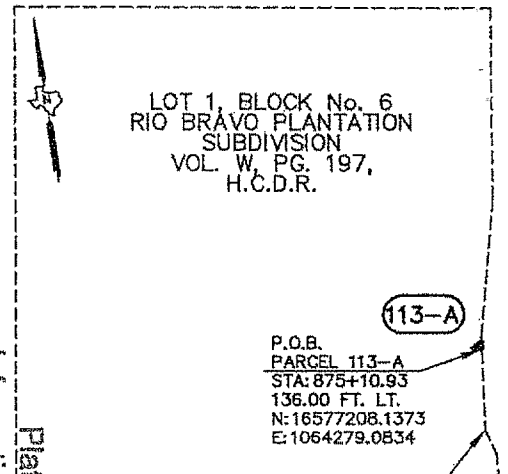
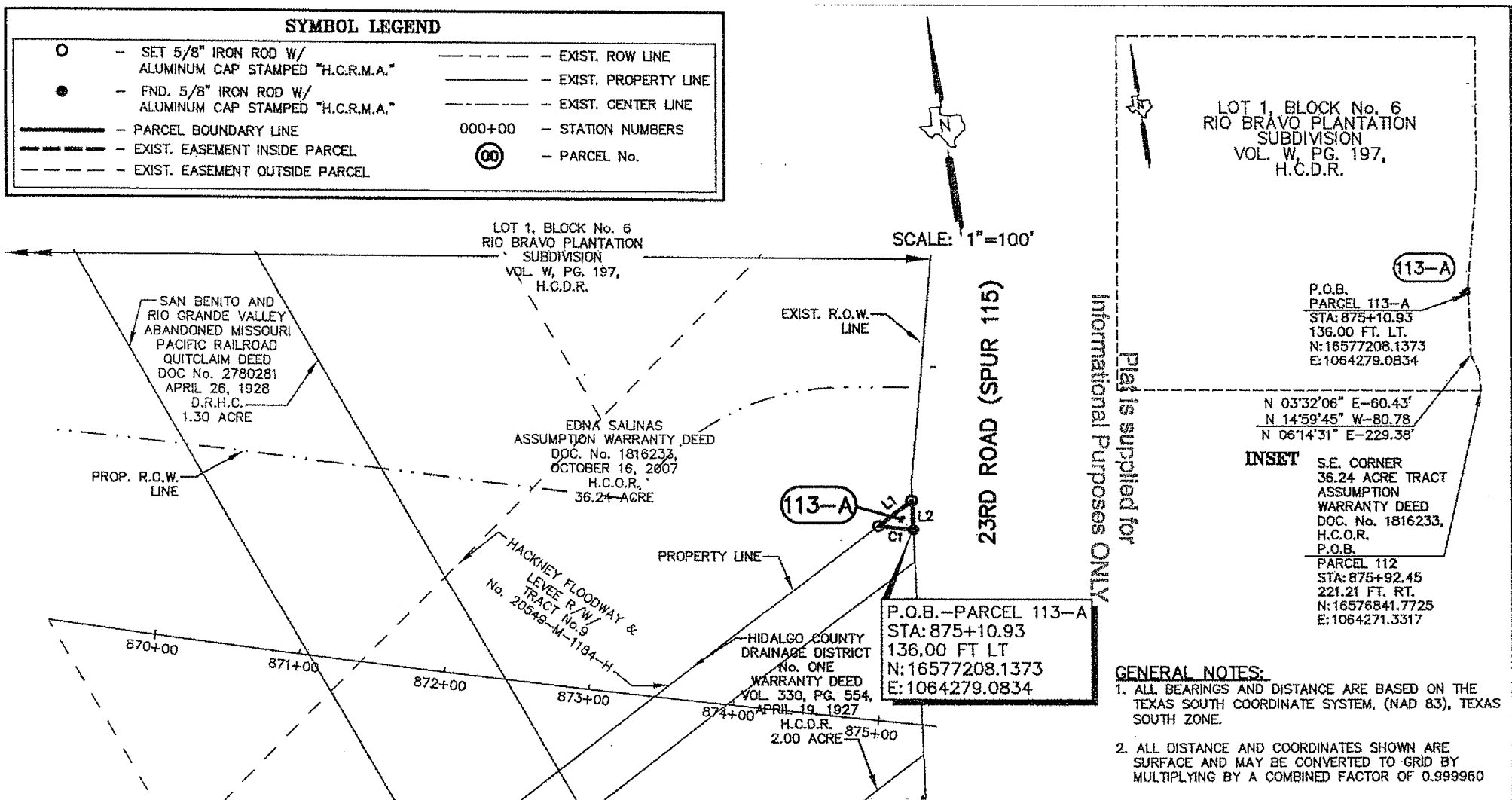
Samuel D. Maldonado, PE, RPLS
R.P.L.S. No. 6027
SAM Engineering and Surveying (SAMES, Inc.)



7/26/2016

SYMBOL LEGEND

- - SET 5/8" IRON ROD W/ ALUMINUM CAP STAMPED "H.C.R.M.A."
- - FND. 5/8" IRON ROD W/ ALUMINUM CAP STAMPED "H.C.R.M.A."
- - PARCEL BOUNDARY LINE
- - - - - EXIST. EASEMENT INSIDE PARCEL
- - - - - EXIST. EASEMENT OUTSIDE PARCEL
- - - - - EXIST. ROW LINE
- — — — — EXIST. PROPERTY LINE
- - - - - EXIST. CENTER LINE
- 000+00 - STATION NUMBERS
- ⓪ - PARCEL No.



LOT 1, BLOCK No. 6
RIO BRAVO PLANTATION
SUBDIVISION
VOL. W, PG. 197,
H.C.D.R.

P.O.B.
PARCEL 113-A
STA: 875+10.93
136.00 FT. LT.
N: 16577208.1373
E: 1064279.0834

N 03°32'06" E - 60.43'
N 14°59'45" W - 80.78'
N 06°14'31" E - 229.38'

INSET S.E. CORNER
36.24 ACRE TRACT
ASSUMPTION
WARRANTY DEED
DOC. No. 1816233,
H.C.O.R.
P.O.B.
PARCEL 112
STA: 875+92.45
221.21 FT. RT.
N: 16576841.7725
E: 1064271.3317

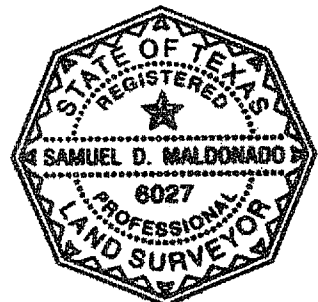
Plat is supplied for
Informational Purposes ONLY

SCALE: 1"=100'

23RD ROAD (SPUR 115)

P.O.B. - PARCEL 113-A
STA: 875+10.93
136.00 FT LT
N: 16577208.1373
E: 1064279.0834

- GENERAL NOTES:**
- ALL BEARINGS AND DISTANCE ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM, (NAD 83), TEXAS SOUTH ZONE.
 - ALL DISTANCE AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 60°33'04" E	29.27'
L2	S 06°14'31" W	20.75'

CURVE TABLE						
CURVE	RADIUS	ARC LENGTH	CHORD	BEARING	DELTA	TANGENT
CT	13,964.00'	24.07'	24.07'	N74°58'57"W	00°05'55"	12.03'

LOT 1, BLOCK 6, RIO BRAVO PLANTION SUBDIVISION - VOL. W, PG. 197, H.C.D.R.					
PARCEL ID	EXISTING (SQ. FT.)	CONVEYANCE DOC. NO. - VOL & PG	TO BE ACQUIRED (SQ. FT.)	REMAINDER (SQ. FT.) LEFT - RIGHT	
113-A	1,578,614.40	VOL. 330 PG. 554 H.C.D.R.	246.54	1,565,065.42	

MDL 7/26/2016
 SAMUEL DAVID MALDONADO DATE
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6027

HCRMA
 HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
 PROGRAM MANAGEMENT CONSULTANT
DANNENBAUM
 ENGINEERING CORPORATION
T.B.P.E. FIRM REGISTRATION #392
 1108 NOLANA LOOP, STE 200 McALLEN, TX 78504 (956) 682-3877

SAMES SAM Engineering & Surveying
200 S. 10th STREET, SUITE 1007 TEL: (956) 702-6880
 McALLEN, TEXAS 78501 FAX: (956) 702-5903
 SURVEY FIRM REG. No. 181416-02

PLAT OF SURVEY: PARCEL 113-A

DIST. NAME: PHARR	DIST. NAME: PHARR
RCSJ No.: 3627-01-001	DATE: JULY 2016
PROJECT NAME: SH365-SEG. 2 U.S. 281	SHEET No. 3 OF 4

Name: PARCEL 113-A

End North: 16577208.1373' East: 1064279.0834'

Segment #1: Curve

Length: 24.056' Radius: 13963.999'

Delta: 000.0987 (d) Tangent: 12.028'

Chord: 24.056' Course: N74° 58' 57.15"W

Course In: S15° 04' 00.52"W Course Out: N14° 58' 05.18"E

RP North: 16563724.1736' East: 1060649.2088'

End North: 16577214.3705' East: 1064255.8490'

Segment #2: Line

Course: N60° 33' 04.02"E Length: 29.270'

North: 16577228.7611' East: 1064281.3371'

Segment #3: Line

Course: S06° 14' 31.03"W Length: 20.747'

North: 16577208.1368' East: 1064279.0835'

Perimeter: 74.073' Area: 246.54 Sq. Ft.

Error Closure: 0.0005 Course: S09° 18' 58.52"E

Error North: -0.00050 East: 0.00008

Precision 1: 148146.000



SDC
7/26/2016

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT		B. TYPE OF LOAN				
		1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input type="checkbox"/> Conv. Unins. 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins.				
		6. FILE NUMBER: 0003168481			7. LOAN NUMBER:	
		8. MORTGAGE INS CASE NUMBER:				
C. NOTE: <i>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 "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.</i>						
D. NAME AND ADDRESS OF BUYER: Hidalgo County Regional Mobility Authority PO BOX 1766, PHARR, TX 78577		E. NAME AND ADDRESS OF SELLER: Hidalgo County Drainage District No.1, a political subdivision of the State of Texas 902 N. Doolittle Rd, Edinburg, TX 78542		F. NAME AND ADDRESS OF LENDER:		
G. PROPERTY LOCATION: Not Known Lot(s): 1, Block: 6 Rio Bravo Plantation		H. SETTLEMENT AGENT: Sierra Title of Hidalgo County, Inc. PLACE OF SETTLEMENT: 3401 N. 10th Street McAllen, TX 78501		I. SETTLEMENT DATE: December 5, 2016 DISBURSEMENT DATE: December 5, 2016		

J. SUMMARY OF BUYER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BUYER:	
101. Contract sales price	24.00
102. Personal property	
103. Settlement charges to buyer (line 1400)	804.50
104.	
105.	
<i>Adjustments for items paid by seller in advance</i>	
106. City/Town taxes	
107. County taxes	
108. Assessments	
109.	
110.	
111.	
112.	
120. GROSS AMOUNT DUE FROM BUYER	828.50
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:	
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.	
<i>Adjustments for items unpaid by seller</i>	
210. City/Town taxes	
211. County taxes	
212. Assessments	
213.	
214.	
215.	
216.	
217. NO ACCOUNT FOUND PARTIAL TAKE	
218.	
219.	
220. TOTAL PAID BY/FOR BUYER	0.00
300. CASH AT SETTLEMENT FROM/TO BUYER:	
301. Gross amount due from Buyer (Line 120)	828.50
302. Less amount paid by/for Buyer (Line 220)	()
303. CASH FROM BUYER	828.50

K. SUMMARY OF SELLER'S TRANSACTION	
400. GROSS AMOUNT DUE TO SELLER:	
401. Contract sales price	24.00
402. Personal property	
403.	
404.	
405.	
<i>Adjustments for items paid by seller in advance</i>	
406. City/Town taxes	
407. County taxes	
408. Assessments	
409.	
410.	
411.	
412.	
420. GROSS AMOUNT DUE TO SELLER	24.00
500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	To:
505. Payoff of second mortgage loan	To:
506.	
507.	
508.	
509.	
<i>Adjustments for items unpaid by seller</i>	
510. City/Town taxes	
511. County taxes	
512. Assessments	
513.	
514.	
515.	
516.	
517. NO ACCOUNT FOUND PARTIAL TAKE	
518.	
519.	
520. TOTAL REDUCTION AMOUNT DUE SELLER	0.00
600. CASH AT SETTLEMENT TO/FROM SELLER:	
601. Gross amount due to Seller (Line 420)	24.00
602. Less reductions due Seller (Line 520)	(0.00)
603. CASH TO SELLER	24.00

L. SETTLEMENT CHARGES

700. TOTAL COMMISSION Based on Price				PAID FROM BUYER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
\$	@	%			
Division of Commission (line 700) as Follows:					
701.	to				
702.	to				
703. Commission Paid at Settlement					
The following persons, firms or corporations received a portion of the real estate commission amount shown above:					
704.	to				
800. ITEMS PAYABLE IN CONNECTION WITH LOAN					
801.	Loan Origination Fee	% to			
802.	Loan Discount	% to			
803.	Appraisal fee	to			
804.	Credit report	to			
805.	Lender's inspection fee	to			
806.	Mortgage insurance application fee	to			
807.	Assumption fee	to			
808.		to			
809.		to			
810.		to			
811.		to			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE					
901.	Interest From	12/05/16 to 01/01/17 @ \$ /day (27 days %)			
902.	Mortgage insurance premium	for month to			
903.	Hazard insurance premium	for year to			
904.		for year to			
905.		to			
1000. RESERVES DEPOSITED WITH LENDER					
1001.	Hazard insurance	Months @ \$ per Month			
1002.	Mortgage insurance	Months @ \$ per Month			
1003.	City property taxes	Months @ \$ per Month			
1004.	County property taxes	Months @ \$ per Month			
1005.	Annual assessments	Months @ \$ per Month			
1006.		Months @ \$ per Month			
1007.		Months @ \$ per Month			
1008.		Months @ \$ per Month			
1100. TITLE CHARGES					
1101.	Settlement or closing fee	to Sierra Title of Hidalgo County, Inc.	500.00		
1102.	Abstract or title search	to			
1103.	Title examination	to			
1104.	Title insurance binder	to			
1105.	Document preparation	to			
1106.	Notary fees	to			
1107.	Attorney's fees	to			
	(includes above item numbers:)				
1108.	Owner's policy premium	to Sierra Title of Hidalgo County, Inc.	238.00		
	(includes above item numbers:)				
1109.	Lender's coverage				
1110.	Owner's coverage	\$ 24.00 238.00			
1111.	State of Texas Policy Guaranty Fee (O)	to Texas Title Insurance Guaranty Association	3.00		
1112.		to			
1113.	E filing fee (B)	to Sierra Title of Hidalgo County, Inc.	3.50		
1114.		to			
1115.		to			
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201.	Recording fees: Deed \$ 60.00; Mortgage ; Releases		60.00		
1202.	City/County tax/stamps: Deed ; Mortgage				
1203.	State tax/stamps: Deed ; Mortgage				
1204.		to			
1205.		to			
1300. ADDITIONAL SETTLEMENT CHARGES					
1301.	Survey	to			
1302.	Pest inspection	to			
1303.		to			
1304.		to			
1305.		to			
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)				804.50	0.00

HUD-1, Attachment

Buyer: Hidalgo County Regional Mobility
Authority
PO BOX 1766
PHARR, TX 78577

Seller: Hidalgo County Drainage District No.1,
a political subdivision of the State of
Texas
902 N. Doolittle Rd
Edinburg, TX 78542

Lender:

Settlement Agent: Sierra Title of Hidalgo County, Inc.
(956)682-8321

Place of Settlement: 3401 N. 10th Street
McAllen, TX 78501

Settlement Date: December 5, 2016

Disbursement Date: December 5, 2016

Property Location: Not Known

Lot(s): 1, Block: 6 Rio Bravo Plantation

Hidalgo County Regional Mobility Authority

Hidalgo County Drainage District No.1, a political
subdivision of the State of Texas

BY: _____
Hidalgo County Regional Mobility Authority,
By: Half Associates, Inc.,
By: John Howell, Right of Way Specialist

BY: _____
Ramon Garcia, Chairman of the Board

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Sierra Title of Hidalgo County, Inc.
Settlement Agent

ADDENDUM

G.F. No.: 0003168481

DATE: December 5, 2016

Not Known,

Line 303 Amount: \$828.50

Line 603 Amount: \$24.00

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.

The Seller's and Purchaser's/Borrower's signatures hereon acknowledge their approval and signify their understanding that tax and insurance pro-rations and reserves are based on figures for the preceding year or supplied by others or estimated for the current year, and in the event of any change for the current year, all necessary adjustments will be made between Purchaser/Borrower and Seller directly. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Settlement Agent by the Seller.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

I hereby authorize the Settlement Agent to make expenditures and disbursements as shown above and approve same for payment.

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas

Hidalgo County Regional Mobility Authority

BY: _____
Ramon Garcia, Chairman of the Board

BY: _____
Hidalgo County Regional Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

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.

Settlement Agent:

Date:

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 Sections 1001 and 1010.

HUD-1 SETTLEMENT STATEMENT ADDENDUM

December 5, 2016

RE: GF NO.: 0003168481

PROPERTY ADDRESS: Not Known,

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.

Hidalgo County Regional Mobility Authority
BY: _____
Hidalgo County Regional Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas
BY: _____
Ramon Garcia, Chairman of the Board

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.

Settlement Agent

Date

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.

TAX INFORMATION AND PRORATION AGREEMENT

Purchaser and Seller understand the Escrow Agent has assembled the information representing this transaction from the best available sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this statement. Purchaser and Seller understand that tax and insurance proration and reserves were based on figures for the preceding year or estimates for the current year. In the event of any change for the current year, all necessary adjustments must be made directly between the parties. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Title Company by Seller.

PURCHASER TO CLAIM HOMESTEAD EXEMPTION AT HIDALGO COUNTY APPRAISAL DISTRICT, 4405 S. PROFESSIONAL DRIVE, EDINBURG, TX 78540, BETWEEN JANUARY 1 AND MAY 1. PURCHASER UNDERSTANDS THAT IT IS HIS DUTY TO RENDER THIS PROPERTY TO THE APPROPRIATE TAXING BODIES, CLAIMING WHAT OTHER EXEMPTIONS TO WHICH HE MIGHT BE ENTITLED, AND TO VERIFY THE ASSESSMENT.

SELLER AGREES TO INDEMNIFY BUYER FOR ANY UNPAID PRIOR YEARS' TAXES IF ANY SUCH TAXES ARE DETERMINED BY THE APPROPRIATE TAXING AUTHORITY.

THE BUYER FURTHER UNDERSTANDS THAT THE OWNERS TITLE POLICY IS SUBJECT TO SUBSEQUENT ASSESSMENTS FOR PRIOR YEARS DUE TO CHANGE IN LAND USAGE OR OWNERSHIP.

Hidalgo County Regional Mobility Authority
BY: _____
Hidalgo County Regional Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas
BY: _____
Ramon Garcia, Chairman of the Board

**CONTROLLED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT -
TAX SERVICE**

To: THE UNDERSIGNED
From: SIERRA TITLE OF HIDALGO COUNTY, INC.
Property: Not Known,
Date: December 5, 2016

This is to give you notice that **Sierra Title of Hidalgo County, Inc.** has a business relationship with **Tax Service of Hidalgo County** in that the majority stockholder in **Sierra Title of Hidalgo County, Inc.**, and the majority stockholder in **Tax Service of Hidalgo County** are the same individual. Because of this relationship, this referral may provide **Sierra Title of Hidalgo County, Inc.** a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are **NOT** required to use the listed provider(s) as a condition for [settlement of your loan on] (or) [purchase, sale, or refinance of] the subject property. **THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICES PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

Provider of settlement services	Charge or range of charges
<u>Tax Information and Tax Certificates</u>	<u>\$54.13</u>

ACKNOWLEDGMENT

I/we have read the disclosure form and understand that **Sierra Title of Hidalgo County, Inc.** is referring me/us to purchase the above described settlement services(s) and may receive a financial or other benefit as a result of this referral.

Hidalgo County Regional Mobility Authority

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas

BY: _____
Hidalgo County Regional Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

BY: _____
Ramon Garcia, Chairman of the Board

DISPUTE RESOLUTION BY BINDING ARBITRATION

At any party's request, any and all disputes arising under or relating to this real estate closing and the closing or settlement services rendered by **Sierra Title of Hidalgo County, Inc.** will be submitted to an arbitrator or arbitrating body for binding arbitration and prompt resolution. Both the Title Company and Customer agree to be bound by this provision and the results of said arbitration. Customer understands and agrees that she/he has the right to consult independent counsel regarding this provision and if accepted, the provision will eliminate all Parties' right to a jury trial in any and all disputes that may arise against each other.

Hidalgo County Regional Mobility Authority

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas

BY: _____
Hidalgo County Regional Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

BY: _____
Ramon Garcia, Chairman of the Board

SIERRA TITLE OF HIDALGO COUNTY, INC.

AFFIDAVIT AND INDEMNITY AS TO DEBTS, LIENS AND POSSESSION
 (USE SEPARATE FORM FOR EACH PARTY)
 TO BE FILLED IN PERSONALLY BY SELLER OR BORROWER IN HIS/HER OWN HANDWRITING

File No.: 0003168481
 SUBJECT PROPERTY: Lot(s): 1, Block: 6 Rio Bravo Plantation

STATE OF TEXAS
 COUNTY OF HIDALGO

Before me, the undersigned authority on this day personally appeared Hidalgo County Drainage District No.1, a political subdivision of the State of Texas.
 Seller or Owner-Borrower* or Contractor (if new construction)

personally known to me to be the person whose name is subscribed hereto and upon his oath deposes and says that no proceedings in bankruptcy or receivership have been instituted by or against him and that the marital status of affiant has not changed since the day of acquisition of said property and represents to the purchaser and/or Lender in this transaction that there are:

1. No unpaid debts for plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennae, carpeting, rugs, lawn sprinkling systems, venetian blinds, window shades, draperies, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statement, security agreement or otherwise except the following: (If NONE, write "NONE" on blank line)

Creditor	Approximate Amount

2. No loans or liens (including Federal or State Liens and Judgment Liens) and no unpaid governmental or association taxes or assessments of any kind on such property except the following: (If NONE, write "NONE" on blank line)

Creditor	Approximate Amount

3. All labor and material used in the construction of improvements on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or the property upon which same are situated, and I hereby declare that all sums of money due for the erection of improvements have been fully paid and satisfied, except as follows: (If NONE, write "NONE" on blank line)

4. No parties are in possession other than affiant, except as follows: (If NONE, write "NONE" on blank line)

5. *To be filled in if a sale -*The Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign entity (as defined in the Internal Revenue Code and Income Tax Regulations). Seller's U.S. employer identification number (or social security number) is: . Seller's address (office address, if seller is an entity; home address if seller is an individual) is:

902 N. Doolittle Rd, Edinburg, TX 78542

This affidavit may be disclosed to the Internal Revenue Service and is furnished to Buyer to inform Buyer that withholding of tax is not required under Section 1445 of the Internal Revenue Code.

INDEMNITY: I AGREE TO PAY ON DEMAND TO THE PURCHASERS AND/OR LENDER IN THIS TRANSACTION, THEIR SUCCESSORS AND ASSIGNS, ALL AMOUNTS SECURED BY ANY AND ALL LIENS NOT SHOWN ABOVE, TOGETHER WITH ALL COSTS, LOSS AND ATTORNEY'S FEES THAT SAID PARTIES MAY INCUR IN CONNECTION WITH SUCH UNMENTIONED LIENS, PROVIDED SAID LIENS EITHER CURRENTLY APPLY TO SUCH PROPERTY, OR A PART THEREOF, OR ARE SUBSEQUENTLY ESTABLISHED AGAINST SAID PROPERTY AND ARE CREATED BY ME, KNOWN BY ME, OR HAVE AN INCEPTION DATE PRIOR TO THE CONSUMMATION OF THIS TRANSACTION.

I realize that the purchaser and/or Lender in this transaction are relying on the representations contained herein in purchasing same or lending money thereon and would not purchase same or lend money thereon unless said representations were made. If Seller or Borrower is an entity, I have authority to sign on its behalf.

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas

BY: _____
 Ramon Garcia, Chairman of the Board

Subscribed and sworn to before me this _____ day of _____, _____.

By _____

Notary Public

*Note: This form is to be filled in and signed by seller in case of sale. If no sale, it is to be filled in and signed by the owner-borrower. If there is any new construction, the contractor must also join in this form or fill in and sign a separate one.

*If seller is a non-resident alien, foreign corporation, etc., call your manager or Legal Department.

NOTE TO BUYER: Buyer must retain until end of fifth taxable year following taxable year of transfer and must file with the Internal Revenue Service if required by regulation or otherwise.

Revised 01/02

**INSTRUCTIONS FOR DISBURSEMENT OF
SELLERS PROCEEDS**

Call when check is ready:

Seller(s) at home _____ work _____ cell _____

Realtor at _____

Other _____ at Phone No. _____

Mail check to: _____

Federal Express check to: _____

Wire Transfer funds to:
Name of Receiving Bank: _____
ABA No.: _____
Credit to the account of: _____
Account No.: _____

Deposit into Acct. No. _____ (Deposit Slip Attached)

Make check payable to Seller's Attorney:
_____, Trustee

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas

BY: _____
Ramon Garcia, Chairman of the Board

Part III. Seller Certification

Under penalties of perjury, I certify that all the above information is true as of the end of the day of the sale or exchange.

Hidalgo County Drainage District No.1, a political subdivision of
the State of Texas

BY: _____ Date _____
Ramon Garcia, Chairman of the Board

NOTE: REAL ESTATE REPORTING PERSON MUST RETAIN THIS CERTIFICATION
FOR FOUR YEARS AFTER THE YEAR OF THE SALE.

BUYER'S MAILING ADDRESS VERIFICATION FORM

****THIS FORM MUST BE FILLED OUT COMPLETELY****

GF No.: 0003168481

Borrower/Buyer Name(s): Hidalgo County Regional Mobility Authority

It is imperative that we have your correct mailing address for forwarding of all correspondence and/or any and all legal documentation and/or title policies.

Mailing Address: (Below, please list the exact address where mail must be sent, include Post Office Box Number, Apartment Number, Unit Number, etc.)

Street Address (include Unit no. or Apt. no.)

P.O. Box

City

State

Zip Code

Phone Information

Buyer One

Buyer Two

Home No.: _____

Business No.: _____

Mobile No.: _____

Email Address: _____

Date of Birth: _____

Social Security No.: _____

Drivers License No.: _____

Hidalgo County Regional Mobility Authority

Date

SELLER'S MAILING ADDRESS VERIFICATION FORM

****THIS FORM MUST BE FILLED OUT COMPLETELY****

GF No.: 0003154123

Seller Name(s): Hidalgo County Drainage District No.1, a political subdivision of the State of Texas

It is imperative that we have your correct mailing address for forwarding of all correspondence and/or any and all legal documentation and/or title policies.

Mailing Address: (Below, please list the exact address where mail must be sent, include Post Office Box Number, Apartment Number, Unit Number, etc.)

Street Address (include Unit no. or Apt. no.)

P.O. Box

City

State

Zip Code

Phone Information

Seller One

Seller Two

Home No.: _____

Business No.: _____

Mobile No.: _____

Email Address: _____

Date of Birth: _____

Social Security No.: _____

Drivers License No.: _____

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas

Ramon Garcia Chairman of the Board

Date: _____

TITLE COMPANY DISCLOSURES

GUARANTY FILE NO.: 0003168481

SELLER (whether one or more): Hidalgo County Drainage District No.1, a polotical subdivision of the State of Texas

BUYER (whether one or more): Hidalgo County Regional Mobility Authority

LENDER:

PROPERTY: Not Known,

By initialing some or all of the following items as may be appropriate for this transaction, each SELLER and/or BUYER acknowledges their understanding of the disclosures being made by Sierra Title of Hidalgo County, Inc. (hereinafter called "TITLE COMPANY"). Each disclosure is being made to BUYER and SELLER on behalf of both TITLE COMPANY and its title insurance underwriter.

Buyer's Initials	1. WAIVER OF INSPECTION. In consideration of the issuance by TITLE COMPANY to BUYER of either an Owner Policy of Title Insurance (T-1) or a Residential Policy of Title Insurance (T-1R) - (in this document either such policy, unless specifically referred to otherwise, is referred to as the "Owner Title Policy") insuring good and indefeasible title to the Property, except as to be shown in Schedule B of the Owner Title Policy and subject to the terms and conditions of such Owner Title Policy, BUYER hereby waives any obligation on the part of TITLE COMPANY to inspect the Property.
_____ _____	

BUYER agrees to accept an Owner Title Policy containing the Schedule B exception 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 on Schedule A of the Owner Title Policy. Within the meaning of this exception, "possession" includes open acts or visible evidence of occupancy and any visible and apparent roadway or easement on or across all or any part of the Property, but this exception does not extend to any right, claim, or interest evidenced by a document recorded in the real estate records maintained by the County Clerk of the county in which the Property is located.

However, if the BUYER does not initial this paragraph, the BUYER is indicating the BUYER'S refusal to accept an Owner Title Policy containing an exception as to "RIGHTS OF PARTIES IN POSSESSION". The TITLE COMPANY may then require an inspection of the Property and additional charges may be assessed for the reasonable and actual costs of such an inspection. TITLE COMPANY may make additional exceptions in Schedule B of the Owner Title Policy for matter as revealed by such inspection.

Buyer's Initials	2. RECEIPT OF COMMITMENT. BUYER hereby acknowledges having received and reviewed a copy of the Commitment for Title Insurance issued in connection with the above referenced transaction and any copies of the documents described therein requested by BUYER. BUYER understands that the Owner Title Policy will contain the exceptions set forth in Schedule B of the Commitment for Title Insurance, together with any additional exceptions to title resulting from the final down date search of the public records and from the documents involved in this transaction and any additional exceptions for items shown in Schedule C of the Commitment for Title Insurance which have not been resolved.
_____ _____	

Buyer's Initials	3. UNSURVEYED PROPERTY. BUYER understands that no up-to-date survey of the Property has been done in connection with this transaction and that the Owner Title Policy to be issued to BUYER will not provide title insurance coverage against encroachments and/or protrusions of improvements, boundary conflicts, or other matters that would be found by a current survey. TITLE COMPANY has not attempted to determine if the Property lies in a special flood hazard area, and TITLE COMPANY has not made any representation concerning proximity of the Property in relation to any flood-plain or flood hazard area. BUYER is advised that information concerning special flood hazard areas may be available from county or municipal offices, a qualified surveyor or land-engineering company, or a private flood-plain consultant.
_____ _____	

Buyer's
Initials

4. **BOUNDARY COVERAGE.** As proposed to be issued, BUYER'S Owner Title Policy will contain a general exception to any discrepancies or conflicts in area or boundary lines, and any encroachments, protrusions, or overlapping of improvements. On payment of an additional 15% of the Owner Title Policy premium, policy coverage against these matters is available, subject to TITLE COMPANY'S approval of a current survey of the Property and without limiting specific exceptions to matters disclosed by the survey. BUYER DECLINES TO OBTAIN THIS ADDITIONAL COVERAGE.

Seller's
Initials

Buyer's
Initials

5. **PROPERTY TAX PRORATIONS.** Property taxes for the current year have been prorated between BUYER and SELLER, who each acknowledge and understand that these prorations are based upon (a) the sales price or the most current appraised value available and the most current tax rate available or (b) some other common method of estimation. SELLER warrants and represents that there are no past due taxes owed on the Property and if such warranty and representation is untrue, the SELLER shall reimburse TITLE COMPANY, on demand, for any sums paid by the TITLE COMPANY to pay such taxes, and any related penalty and interest. NO ACCOUNT FOUND PARTIAL TAKE

BUYER and SELLER each agree that, when the amount of the current year's taxes become known and payable they will adjust any changes of the proration and reimbursement between themselves and the TITLE COMPANY shall have no liability or obligation with respect to these prorations.

Buyer's
Initials

6. **TAX RENDITION AND EXEMPTIONS.** Although the Tax Appraisal District may independently determine BUYER'S new ownership and billing address, BUYER is still obligated by law to "render" the Property for taxation by notifying the Tax Appraisal District of the change in the Property's ownership and of BUYER'S proper address for tax billing. BUYER is advised that current year's taxes may have been assessed on the basis of various exemptions obtained by SELLER (i.e., homestead or over-65).

It is the BUYER'S responsibility to qualify for BUYER'S own tax exemptions and to meet any requirements prescribed by the taxing authorities. BUYER acknowledges and understands these obligations and the fact that TITLE COMPANY assumes no responsibility for future accuracy of Tax Appraisal District records concerning ownership, tax-billing address, or status of exemptions.

Buyer's
Initials

7. **HOMEOWNER'S ASSOCIATION.** BUYER acknowledges that ownership of the Property involves membership in a Homeowner's, Condominium or other Property Owner's Association, to which monthly or annual dues or assessments may be owed. These dues or assessments may be enforceable by a lien against the Property. BUYER understands that the Association (or its managing agent) should be contacted by BUYER immediately to ascertain the exact amount of future dues or assessments. TITLE COMPANY has made no representations with respect to, such Associations' annual budget, pending repairs or deferred maintenance, if any, or other debts of the Association. BUYER accepts sole responsibility to obtain such information and verify its accuracy to BUYER'S satisfaction. NO ASSOCIATION

Seller's
Initials

Buyer's
Initials

8. **CLOSING DISCLAIMER.** SELLER and BUYER each acknowledge and understand that the above referenced transaction has not yet "closed". Any change in the possession of the Property takes place AT BUYER'S AND SELLER'S OWN RISK. THIS TRANSACTION IS NOT "CLOSED" UNTIL:

- a. ALL TITLE REQUIREMENTS ARE COMPLETED TO THE SATISFACTION OF TITLE COMPANY;
- b. ALL NECESSARY DOCUMENTS ARE PROPERLY EXECUTED, REVIEWED, AND ACCEPTED BY THE PARTIES TO THIS TRANSACTION AND BY TITLE COMPANY; AND,
- c. ALL FUNDS ARE COLLECTED AND DELIVERED TO AND ACCEPTED BY THE PARTIES TO WHOM THEY ARE DUE.

Buyer's
Initials

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

You may require deletion of the arbitration provision of the Owner Title 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 9.

**Seller's
Initials**

10. IRS REPORTING. SELLER acknowledges having received at closing a copy of the HUD-1 Settlement Statement as a Substitute Form 1099-S. In accordance with federal tax regulations, information from the HUD-1 Statement will be furnished to the Internal Revenue Service.

**Seller's
Initials**

**Buyer's
Initials**

11. ERRORS AND OMISSIONS. In the event that any of the documents prepared in connection with the closing of this transaction contain errors which misstate or inaccurately reflect the true and correct terms, conditions and provisions of this closing, and the inaccuracy or misstatement is due to a clerical error or to a unilateral mistake on the part of the TITLE COMPANY, or to a mutual mistake on the part of the TITLE COMPANY and/or the SELLER and/or the BUYER, the undersigned agree to execute, in a timely manner, such correction documents as TITLE COMPANY may deem necessary to remedy such inaccuracy or misstatement.

**Buyer's
Initials**

12. ATTORNEY REPRESENTATION AND NOTICE. BUYER may wish to consult an attorney to discuss the matters shown on Schedule B or C of the Commitment for Title Insurance that was issued in connection with this transaction. These matters will affect the title and use of the Property. The Title Insurance Policy will be a legal contract between BUYER and the underwriter. Neither the Commitment for Title Insurance nor the Title Insurance Policy is an abstract of title, title reports or representations of title. They are contracts of indemnity. No representation is made that your intended use of the Property is allowed under law or under the restrictions or exceptions affecting the property.

SELLER SIGNATURE

Hidalgo County Drainage District No.1, a political subdivision of the State of Texas

BY: _____
Ramon Garcia, Chairman of the Board

Subscribed and sworn to before me this _____ day of _____, _____.

By _____

Notary Public

BUYER SIGNATURE

Hidalgo County Regional Mobility Authority

BY: _____
Hidalgo County Regional Mobility Authority,
By: Half Associates, Inc.,
By: John Howell, Right of Way Specialist

Subscribed and sworn to before me this _____ day of _____, _____.

By _____

Notary Public

WAIVER OF INSPECTION AND DISCLOSURE TO OWNER

TO: **Fidelity National Title** ("Title Insurer")
Sierra Title of Hidalgo County, Inc. ("The Company")

RE: Hidalgo County Drainage District No.1, a political subdivision of the State of Texas to Hidalgo County Regional Mobility Authority

GF (File) No.: **0003168481**

Land: **Parcel 113-A:**

Being a 0.006 of an acre (246.54 sq. ft.) tract of land, more or less out of Lot 1, Block 6, Rio Bravo Plantation Subdivision, Hidalgo County Texas, as per map recorded in Volume W, Page 197, Deed Records of Hidalgo County Texas, being out of that certain recorded in Warranty Deed Volume 330, Page 554, Deed Records of Hidalgo County, Texas, said 0.006 acre (246.54 sq. ft.), being more particularly described by metes and bounds as follows:

SEE EXHIBIT "A" ATTACHED.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof.

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.

Date: December 5, 2016

Signature:

Hidalgo County Regional Mobility Authority

BY: _____
Hidalgo County Regional Mobility Authority,
By: Half Associates, Inc.,
By: John Howell, Right of Way Specialist

**SUBSTITUTE FORM 1099-S
PROCEEDS FROM REAL ESTATE TRANSACTIONS
FOR THE TAX YEAR: 2016**

OMB No. 1545-0997

SETTLEMENT AGENT/FILER'S NAME AND ADDRESS

Sierra Title of Hidalgo County, Inc.

Filer's Federal Tax ID Number:

Order Number:

74-1649949

0003168481

3401 N. 10th Street
McAllen, TX 78501
956-682-8321

SELLER/TRANSFEROR'S NAME AND ADDRESS

Hidalgo County Drainage District No.1, a
political subdivision of the State of Te
902 N. Doolittle Rd
Edinburg, TX 78542

Transferor's Federal Tax ID Number:

XX-XXX0959

1) Date of Closing: 12/05/16	2) Gross Proceeds: 476.00	4) X here if property or services received:	5) Buyer's part of real estate tax: 0.00
3) Address or Legal Description: Not Known			

THIS IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION MAY BE IMPOSED ON YOU IF THIS ITEM IS REQUIRED TO BE REPORTED AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED.

YOU ARE REQUIRED BY LAW TO PROVIDE SIERRA TITLE OF HIDALGO COUNTY, INC. WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER. IF YOU DO NOT PROVIDE SIERRA TITLE OF HIDALGO COUNTY, INC. WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER, YOU MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES IMPOSED BY LAW.

UNDER PENALTIES OF PERJURY, I CERTIFY THAT THE NUMBER SHOWN ABOVE ON THIS STATEMENT IS MY CORRECT TAXPAYER IDENTIFICATION NUMBER.

I ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Hidalgo County Drainage District No.1, a political subdivision of
the State of Texas

Date

BY: _____

Date

Ramon Garcia, Chairman of the Board

Sign and return a copy of this form immediately to Sierra Title of Hidalgo County, Inc.

For sales or exchanges of certain real estate, the person responsible for closing a real estate transaction must report the real estate proceeds to the Internal Revenue Service and must furnish this statement to you. To determine if you have to report the sale or exchange of your main home on your tax return, see the 2016 Schedule D (Form 1040) instructions. If the real estate was not your main home, report the transaction on Form 4797, Form 6252, and/or Schedule D (Form 1040). If box 4 is checked and you received or will receive like-kind property, you must file Form 8824.

Federal mortgage subsidy. You may have to recapture (pay back) all or part of a federal mortgage subsidy if **all** the following apply:

- You received a loan provided from the proceeds of a qualified mortgage bond or you received a mortgage credit certificate.
- Your original mortgage loan was provided after 1990.
- You sold or disposed of your home at a gain during the first 9 years after you received the federal mortgage subsidy.
- Your income for the year you sold or disposed of your home was over a specified amount.

This will increase your tax. See Form 8828, and Pub. 523.

Transferor's identification number. For your protection, this form may show only the last four digits of your SSN, ITIN, or ATIN. However, the issuer has reported your complete identification number to the IRS, and, where applicable, to state and/or local governments.

Account number. May show an account or other unique number the filer assigned to distinguish your account.

Box 1. Shows the date of closing.

Box 2. Shows the gross proceeds from a real estate transaction, generally the sales price. Gross proceeds include cash and notes payable to you, notes assumed by the transferee (buyer), and any notes paid off at settlement. Box 2 does not include the value of other property or services you received or will receive. See *Box 4*.

Box 3. Shows the address or legal description of the property transferred.

Box 4. If marked, shows that you received or will receive services or property (other than cash or notes) as part of the consideration for the property transferred. The value of any services or property (other than cash or notes) is not included in box 2.

Box 5. Shows certain real estate tax on a residence charged to the buyer at settlement. If you have already paid the real estate tax for the period that includes the sale date, subtract the amount in box 5 from the amount already paid to determine your deductible real estate tax. But if you have already deducted the real estate tax in a prior year, generally report this amount as income on the "Other income" line of Form 1040. For more information, see Pub. 523, Pub. 525, and Pub. 530.

For Paperwork Reduction Act Notice, see the **2016 General Instructions for Certain Information Returns**.
Department of the Treasury - Internal Revenue Service

TAX PRORATION AGREEMENT

GF No. 3168481

Date: _____, 2016

SELLER: Hidalgo County Drainage District No. 1, a political Subdivision of the State of Texas

BUYER: Hidalgo County Regional Mobility Authority

Parcel 113-A:

Being a 0.006 of an acre (246.54 sq. ft.) tract of land, more or less out of Lot 1, Block 6, Rio Bravo Plantation Subdivision, Hidalgo County Texas, as per map recorded in Volume W, Page 197, Deed Records of Hidalgo County Texas, being out of that certain recorded in Warranty Deed Volume 330, Page 554, Deed Records of Hidalgo County, Texas, said 0.006 acre (246.54 sq. ft.), being more particularly described by metes and bounds as follows:

SEE EXHIBIT "A" ATTACHED.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof

Execution of this agreement indicates our understanding of the handling of the property taxes by the Title Company in the above referenced transaction. Since the amount of property taxes due for the current year cannot be determined at this time, the purchasers will be given credit for their share of the current year's taxes, in consideration of which purchaser will accept liability for and pay the total tax for the year when taxes are due. This closing procedure is known as a proration. The amount upon which the proration is figured is only an estimate based upon (i) tax figures for the previous year, or, (ii) computation of tax liability for the property for the current year from current tax rates provided by the various taxing authorities.

*****NO TAX PRORATIONS*****

If the actual tax assessment exceeds the estimated amount prorated at closing, seller agrees to immediately reimburse the purchaser the additional sum owed for the period from January 1 up to the closing date. Should the actual tax assessments be less than the estimated amount prorated at closing, purchaser agrees to immediately reimburse the seller the excess amount prorated/credited at closing. **All parties understand that the Title Company will not be responsible for, nor will they be involved in any dispute concerning this tax proration settlement.** It is agreed that Seller and Purchaser will contact each other directly, and the refund will be paid immediately upon written notification (with supporting documentation) from the other party that same is due. It is agreed, as evidenced by this document, that SELLER shall be totally liable for the payment of any and all "rollback taxes" in the event said taxes are assessed at the time of any change in land usage

Purchaser specifically understands that, if the tax prorations for the current year are based upon a tax computation for the property as unimproved land and significant improvements have been added since the last tax assessment by the taxing authorities, the tax liability for the current year may be significantly higher than the tax computation figures upon which the tax proration is based. Purchaser further understands that the lender(s) in this transaction, if any, may choose to base payment into escrow reserves upon unimproved tax figures which could result in a significant escrow shortage on the loan when taxes are paid by the lender for the current year. Any demand by the lender(s) for reimbursement of the escrow shortage and/or readjustment of payments required into the escrow reserve could result in a significant increase of monthly payments due on the loan.

The purchasers have also been made aware that they must take a copy of their recorded deed when received to the Central Appraisal District in order to have the taxes changed into their names and file for any exemptions, which apply.

The undersigned further agree to indemnify and hold harmless Sierra Title Company and (name of underwriter) from any and all future loss, claims, or further cause of action, that may arise due to inadequacy, incompleteness, or inaccuracy of the tax computations for the tax figures used in the proration of taxes, or for action taken by **Sierra Title Company** and **SIERRA TITLE INSURANCE GUARANTY COMPANY**, based upon reliance on such inadequate, incomplete or inaccurate tax figures so used in the proration.

SELLER(S):

Hidalgo County Drainage District No. 1, a political Subdivision of the State of Texas

BY: _____
Ramon Garcia, Chairman of the Board

PURCHASER(S):

Hidalgo County Regional
Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way
Specialist

STATE OF TEXAS
COUNTY OF HIDALGO

SUBSCRIBED AND SWORN to before me on this _____ day of _____, by t McAllen Foreign Trade Zone, Inc., a Texas nonprofit corporation (formerly known as Hidalgo County Drainage District No. 1, a political Subdivision of the State of Texas BY: Ramon Garcia, Chairman of the Board to certify which witness my hand and seal of office.

Notary Public, in and for the State of

Notary's Printed Name
My Commission Expires: _____

STATE OF TEXAS
COUNTY OF HIDALGO

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 2016, by Hidalgo County Regional Mobility Authority, By: Halff Associates, Inc., By: John Howell, Right of Way Specialist, to certify which witness my hand and seal of office.

Notary Public, in and for the State of

Notary's Printed Name
My Commission Expires: _____



SIERRA TITLE COMPANY

3401 North 10th Street • McAllen, Texas 78501 • TEL.: (956) 682-8321

**EXECUTED LETTER PERTAINING TO:
COMMISSIONERS' COURT SUBDIVISION REGULATIONS AND CITY'S ZONING
ORDINANCES & SUBDIVISION REGULATIONS**

DATE: _____, 2016

BUYER(S)/BORROWER(S): Hidalgo County Regional Mobility Authority

GF NUMBER: 3168481

PROPERTY:

Parcel 113-A:

Being a 0.006 of an acre (246.54 sq. ft.) tract of land, more or less out of Lot 1, Block 6, Rio Bravo Plantation Subdivision, Hidalgo County Texas, as per map recorded in Volume W, Page 197, Deed Records of Hidalgo County Texas, being out of that certain recorded in Warranty Deed Volume 330, Page 554, Deed Records of Hidalgo County, Texas, said 0.006 acre (246.54 sq. ft.), being more particularly described by metes and bounds as follows:

SEE EXHIBIT "A" ATTACHED.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof

One of the provisions of the regulations is that no permit shall be issued or utilities connected until an approved Subdivision Plat has been recorded.

IT WILL BE YOUR RESPONSIBILITY to comply with the appropriate Subdivision Regulations by contacting the Hidalgo County Planning Department and/or the Planning Department of the appropriate City.

A receipt of a copy of this letter is hereby acknowledged by the undersigned.

Hidalgo County Regional Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the _____ day of _____, 2016, by Hidalgo County Regional Mobility Authority, By: Halff Associates, Inc., By: John Howell, Right of Way Specialist.

Notary Public, State of
Notary's name (printed):

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

SPECIAL WARRANTY DEED

HCRMA ROW CSJ: 3627-01-001

HCRMA TRACT: 113A

Grantor(s), whether one or more:

Hidalgo County Drainage District No. 1, a political subdivision of the State of Texas

Grantor's Mailing Address (including county):

902 N. Doolittle Road
Edinburg, TX 78542
(Hidalgo County)

Grantee:

Hidalgo County Regional Mobility Authority

Grantee's Authority:

The HCRMA is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The HCRMA is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):

Hidalgo County Regional Mobility Authority
P. O. Box 1766
Pharr, TX 78577
(Hidalgo County)

Consideration:

The sum of Twenty-Four and No/100 Dollars (\$24.00) to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

Property:

All of that certain tract or parcel of land in Hidalgo County, Texas, being more particularly described in the attached **Exhibit "A"** (the "**Property**").

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Hidalgo County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

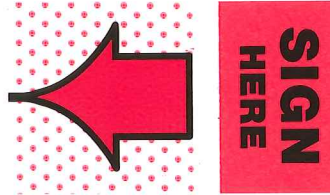
GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to the 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.

EXECUTED on the date(s) of acknowledgement indicated below.

GRANTORS:

Hidalgo County Drainage District No. 1, a political subdivision of the State of Texas:

By: _____
Ramon Garcia, Chairman of the Board



Acknowledgment

State of Texas,
County of Hidalgo:

This instrument was acknowledged before me on _____, 2016, by Ramon Garcia, as Chairman of the Board of Hidalgo County Drainage District No. 1, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public, State of Texas

EXHIBIT "A"

County: Hidalgo
Highway: H.C.R.M.A. SH 365 Segment 2
Project Limits: 874+86.64 to 875+10.93
ROW CSJ: 3627-01-001

July, 2016
Parcel 113-A
Page 1 of 4

Field Notes For Parcel 113-A

Being a 0.006 of an acre (246.54 sq. ft.) tract of land, more or less out of Lot 1, Block 6, Rio Bravo Plantation Subdivision, Hidalgo County Texas, as per map recorded in Volume W, Page 197, Deed Records of Hidalgo County Texas, being out of that certain 2.00 acre tract of land conveyed to Hidalgo County Drainage District Number One as recorded in Warranty Deed Volume 330, Page 554, Deed Records of Hidalgo County, Texas, said 0.006 acre (246.54 sq. ft.), being more particularly described by metes and bounds as follows:

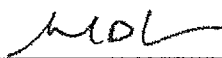
COMMENCING at a 5/8 inch iron rod found with aluminum cap stamped "H.C.R.M.A", at the intersection point of the North line of Lot 12, Block 6, Rio Bravo Plantation Subdivision, Hidalgo County Texas, as per map recorded in Volume W, Page 197, Deed Records of Hidalgo County, Texas, and the West Right of way line of 23rd Road (Spur 115), said point being the common corner of 4.16 acre tract of land conveyed to J.M. Moffitt Trustee, being an Abandoned Missouri Railroad Right of Way, and 36.24 acre tract of ;and (calculated) Conveyed to Edna Salinas in an Assumption Warranty Deed Recorded in Document Number 1816233, Official Records of Hidalgo County, Texas; **THENCE** North 03°32'06" East, a distance of 60.43, North 14°59'45" West, a distance of 80.78 feet, North 06°14'31" East, a Distance of 229.38 feet with the West right of way line of said 23rd Road (Spur 1154), to a 5/8 inch iron rod found with aluminum cap stamped "H.C.R.M.A", to a point being on a non-tangent curve, for the Southeast corner of this tract land and the **POINT OF BEGINNING** of herein described parcel, having a surface coordinates of X=1064279.0834, Y=16577208.1373, and being 136.00 feet left of and perpendicular to proposed baseline STA: 875+10.93;

1. **THENCE**, continuing with said curve to the left having a Radius of 13,964.00 feet, an Arc Length of 24.07 feet, a Chord Bearing of North 74°58'57" West, a Chord Distance of 24.07 feet, a Delta of 00°05'55", and a Tangent of 12.03 feet, to a five-eight (5/8) inch iron rod set with an aluminum cap stamped "H.C.R.M.A." on the North line of a 2.00 acre tract of land conveyed to Hidalgo County Drainage District Number One as recorded in Warranty Deed Volume 330, Page 554, Deed Records of Hidalgo County, Texas, for the Southwest corner of this tract of land;
2. **THENCE**, North 60°33'04" East, with the North line of said 2.00 acre tract of land a distance of 29.27 feet to a five-eight (5/8) inch iron rod set with an aluminum cap stamped "H.C.R.M.A." on the West right of way line of said 23rd Road (Spur 115) for the North corner of this tract of land;

3. **THENCE**, South $06^{\circ}14'31''$ West with the West right of way line of said 23rd Road (Spur 115), a distance of 20.75 feet to the PLACE OF BEGINNING, containing 0.006 of an acre (246.54 sq. ft.) tract of land, more or less.

NOTE: The Point of Beginning of this description has surface coordinates of $X=1064279.0834$, and $Y=16577208.1373$; All Bearings are based on the Texas State Plane Coordinate System, NAD 83 (1993 Adj.), South Zone. All Coordinates shown are surface and maybe converted to grid by multiplying by TXDOT conversion factor of 0.999996;

A survey plat of even date was prepared and made a part of this metes and bounds description.



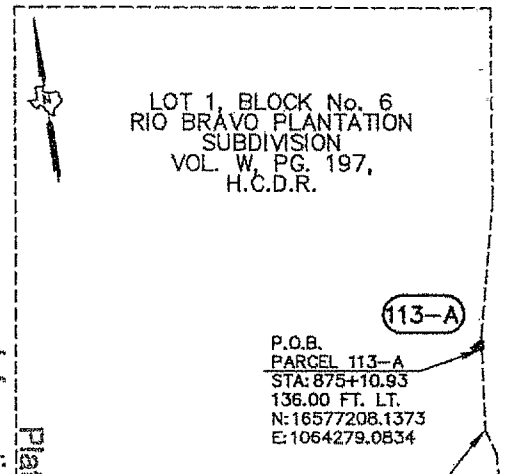
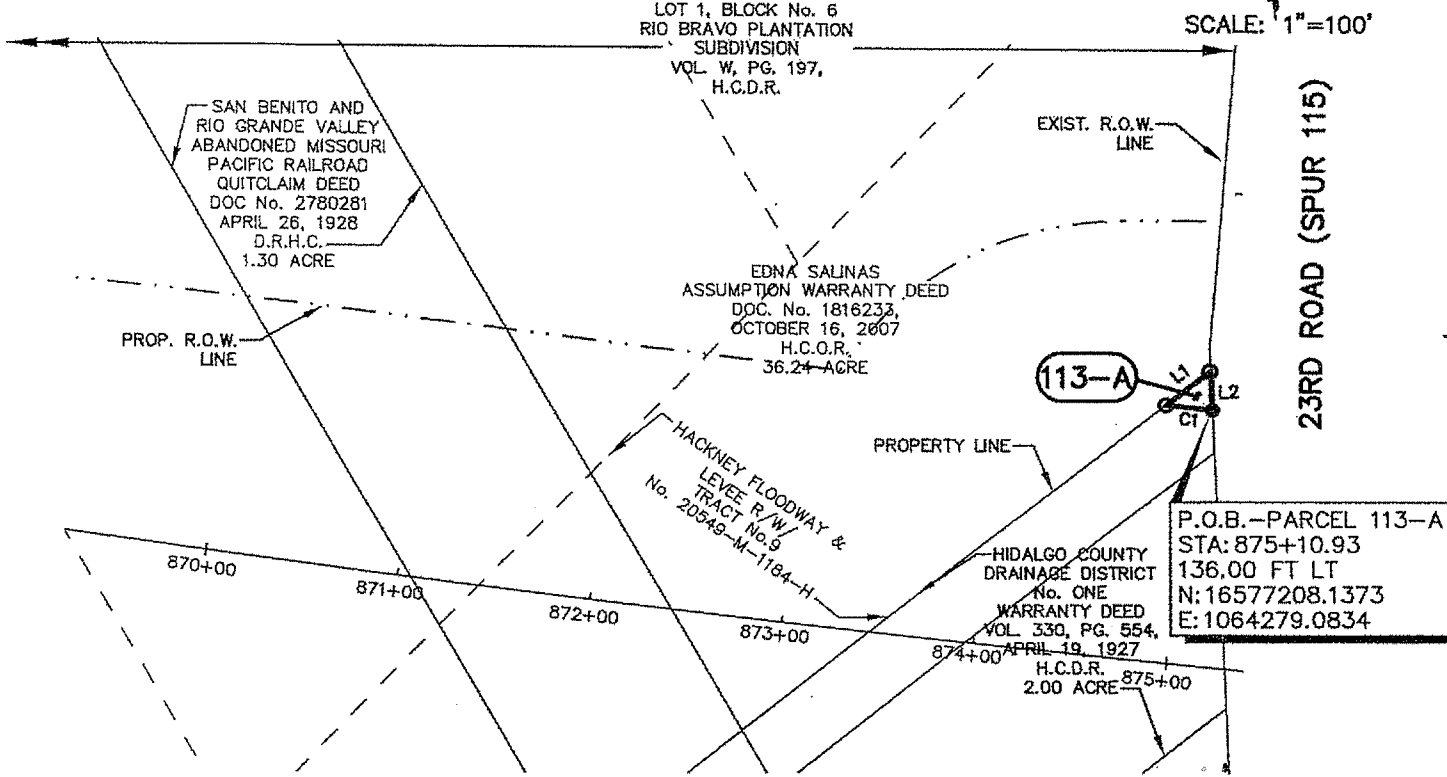
Samuel D. Maldonado, PE, RPLS
R.P.L.S. No. 6027
SAM Engineering and Surveying (SAMES, Inc.)



7/26/2016

SYMBOL LEGEND

- - SET 5/8" IRON ROD W/ ALUMINUM CAP STAMPED "H.C.R.M.A."
- - FND. 5/8" IRON ROD W/ ALUMINUM CAP STAMPED "H.C.R.M.A."
- - PARCEL BOUNDARY LINE
- - - - - EXIST. EASEMENT INSIDE PARCEL
- - - - - EXIST. EASEMENT OUTSIDE PARCEL
- - - - - EXIST. ROW LINE
- - - - - EXIST. PROPERTY LINE
- - - - - EXIST. CENTER LINE
- 000+00 - STATION NUMBERS
- ⊙ - PARCEL No.



INSET

S.E. CORNER
36.24 ACRE TRACT
ASSUMPTION
WARRANTY DEED
DOC. No. 1816233,
H.C.O.R.
P.O.B.
PARCEL 112
STA: 875+92.45
221.21 FT. RT.
N: 16576841.7725
E: 1064271.3317

SCALE: 1"=100'

Plat is supplied for Informational Purposes ONLY

P.O.B. - PARCEL 113-A
STA: 875+10.93
136.00 FT LT
N: 16577208.1373
E: 1064279.0834

- GENERAL NOTES:**
- ALL BEARINGS AND DISTANCE ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM, (NAD 83), TEXAS SOUTH ZONE.
 - ALL DISTANCE AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 60°33'04" E	29.27'
L2	S 06°14'31" W	20.75'

CURVE TABLE						
CURVE	RADIUS	ARC LENGTH	CHORD	BEARING	DELTA	TANGENT
Ct	13,964.00'	24.07'	24.07'	N74°58'57"W	00°05'55"	12.03'

LOT 1, BLOCK 6, RIO BRAVO PLANTION SUBDIVISION - VOL. W, PG. 197, H.C.D.R.					
PARCEL ID	EXISTING (SQ. FT.)	CONVEYANCE DOC. NO.-VOL & PG	TO BE ACQUIRED (SQ. FT.)	REMAINDER(SQ. FT.) LEFT - RIGHT	
113-A	1,578,614.40	VOL. 330 PG. 554 H.C.D.R.	246.54	1,565,065.42	

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
PROGRAM MANAGEMENT CONSULTANT
DANNENBAUM
ENGINEERING CORPORATION
T.B.P.E. FIRM REGISTRATION #392
1108 NOLANA LOOP, STE 200 McALLEN, TX 78504 (956) 682-3877

SAMES SAM Engineering & Surveying
200 S. 10th STREET, SUITE 1007 TEL: (956) 702-6880
McALLEN, TEXAS 78501 FAX: (956) 702-5903
SURVEY FIRM REG. No. 181416-02

PLAT OF SURVEY: PARCEL 113-A	
DIST. NAME: PHARR	DIST. NAME: PHARR
RCSJ No.: 3627-01-001	DATE: JULY 2016
PROJECT NAME: SH365-SEG. 2 U.S. 281	SHEET No. 3 OF 4

MDL 7/26/2016
SAMUEL DAVID MALDONADO DATE REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6027

Name: PARCEL 113-A

End North: 16577208.1373' East: 1064279.0834'

Segment #1: Curve

Length: 24.056' Radius: 13963.999'

Delta: 000.0987 (d) Tangent: 12.028'

Chord: 24.056' Course: N74° 58' 57.15"W

Course In: S15° 04' 00.52"W Course Out: N14° 58' 05.18"E

RP North: 16563724.1736' East: 1060649.2088'

End North: 16577214.3705' East: 1064255.8490'

Segment #2: Line

Course: N60° 33' 04.02"E Length: 29.270'

North: 16577228.7611' East: 1064281.3371'

Segment #3: Line

Course: S06° 14' 31.03"W Length: 20.747'

North: 16577208.1368' East: 1064279.0835'

Perimeter: 74.073' Area: 246.54 Sq. Ft.

Error Closure: 0.0005 Course: S09° 18' 58.52"E

Error North: -0.00050 East: 0.00008

Precision 1: 148146.000



SDC
7/26/2016

AI -57960

13.

DRAINAGE DISTRICT

Meeting Date: 01/10/2017

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A.) Requesting approval of closing documents for Parcel 23 as it relates to Pct. 2 Fee Simple Project and authority for the Chairman of the Board to execute documents.

B.) Pursuant to the Boards approval of Agenda Item No. 57960 (A), requesting approval to issue manual payment in the amount of \$12,414.63 to Sierra Title of Hidalgo County, Inc. Order File No. 0003162524 Parcel 23.

BACKGROUND

Fiscal Impact

Attachments

Parcel 23

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	01/06/2017 05:36 PM
Form Started By: Jaime Salazar		Started On: 01/05/2017 04:51 PM
Final Approval Date: 01/06/2017		

SIERRA TITLE OF HIDALGO COUNTY, INC.

INVOICE

Bill To:
HIDALGO COUNTY DRAINAGE NO. 1
902 N. DOOLITTLE RD
EDINBURG, TX 78542

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

Date: November 28, 2016

Order File No.: 0003162524

Property Description:

Lot(s): 207
Kelly-Pharr Subdivision

DEC 01 2016
10:00 AM / PM
BY: WJ

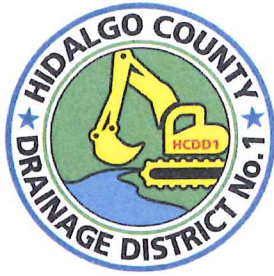
DESCRIPTION	AMOUNT
Owner's Policy (Coverage \$11,538.00)	\$252.00
Recordign Fee and E filing	\$67.50
Tax Service	\$54.13
Guaranty Fee	\$3.00
Escrow Fee	\$500.00
Salles price	\$11,538.00
TOTAL	\$12,414.63

****PLEASE ENCLOSE A COPY OF THIS INVOICE WITH YOUR PAYMENT TO INSURE PROPER CREDIT.****

- Original Recorded Warranty Deed
- Original Owner's Title Policy
- Final Certified HUD

Jaime Cruz

Representing • Chicago Title • Fidelity National Title • WFG National Title
• Sierra Title Guaranty



RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

DEC 01 2016

10:00 AM PM

BY: MP

PAY-MEMO

**HIDALGO COUNTY
DRAINAGE
DISTRICT No. 1**

RAUL E. SESIN, PE, CFM
General Manager
Floodplain Administrator

902 N. Doolittle Road
Edinburg, Texas 78542
Off 956 292.7080
Fax 956 292.7089

BOARD OF DIRECTORS

RAMON GARCIA
Chairman of the Board

A.C. CUELLAR, JR.
Board Member

EDUARDO "EDDIE" CANTU
Board Member

JOE M. FLORES
Board Member

JOSEPH PALACIOS
Board Member

**To: Raul Sesin, (General Manager)
Hidalgo County Drainage District No. 1
Attn: Lora Briones**

**From: Mr. Jaime Salinas *[Signature]*
Precinct No. 2 Right of Way Agent**

Date: November 30, 2016

**Re: Linear Park Project
Parcel # 23 – Lynn K. Snyder, John Clayton Miller, Bert
Miller, Jr., Marydee Countryman, Carol Lee Dona, and
Alan James Wahlers, Individually, and as Independent
Executor of the Estate of Violet Wahlers, Deceased**

=====

Mr. Sesin,

Attached, please find a copy of the unrecorded deed, appraisal report, and a signed AP-152 form signed by Alan James Wahlers, et al on the above-mentioned project. A check in the amount of \$12,414.63.00 needs to be made payable to Sierra Title and to the above-cited owners from account # 6-1204-431-00-124-007-0-711 set up for this project. The Original deed will be held by the Right of Way Department and recorded as soon as payment to the landowner is processed.

Should you have any questions or need further information, please feel free to contact me at (956) 787-1891.

**Approved _____
Raul Sesin General Manager**

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.

General Warranty Deed

Parcel No. 23

COPY

Date: September 15, 2016

Grantor: Lynn K. Snyder, John Clayton Miller, Bert Miller Jr., Marydee Countryman, Carol Lee Dona, and Alan James Wahlers, Individually, and as Independent Executor of the Estate of Violet Wahlers, Deceased

Grantor's Mailing Address:

13736 River Canyon
Corpus Christi, Tx 78410

Grantee: Hidalgo County Drainage District No. 1

Grantee's Mailing Address:

902 N. Doolittle Rd.
Edinburg, Tx 78542

Consideration:

The sum of Eleven Thousand Five Hundred and Thirty Eight and no/100 Dollars **(\$11,538.00)** to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

Property (including any improvements):

That certain real property located in Hidalgo County, Texas, being more particularly described on Exhibit "A" which is attached hereto and made a part hereof for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.

2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Hidalgo County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

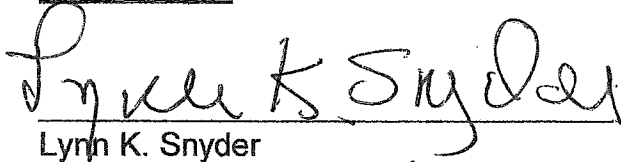
Grantor reserves all of the oil, gas, sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantor, for the Consideration and subject to 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 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 successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Exceptions to Conveyance and Warranty.

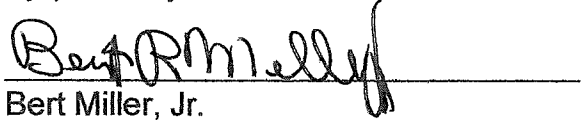
When the context requires, singular nouns and pronouns include the plural.

EXECUTED on the date(s) of acknowledgement indicated below.

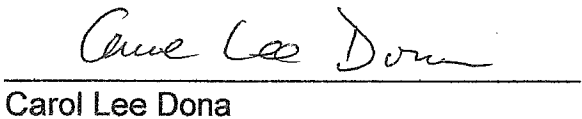
GRANTORS:



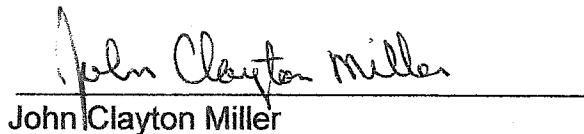
 Lynn K. Snyder



 Bert Miller, Jr.



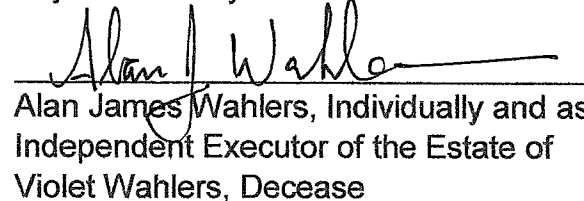
 Carol Lee Dona



 John Clayton Miller



 Marydee Countryman

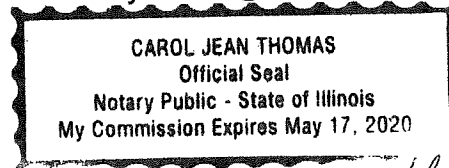


 Alan James Wahlers, Individually and as Independent Executor of the Estate of Violet Wahlers, Decease

The State of Illinois §
County of Adams §

This instrument was acknowledge before me on this 28th day of October, 2016 by Lynn K. Snyder.

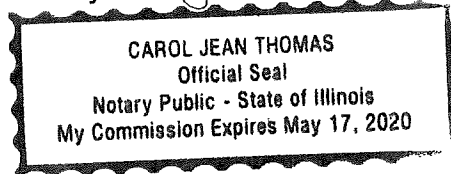
Carol Jean Thomas
Notary Public



The State of Illinois §
County of Adams §

This instrument was acknowledge before me on this 28th day of October, 2016 by John Clayton Miller.

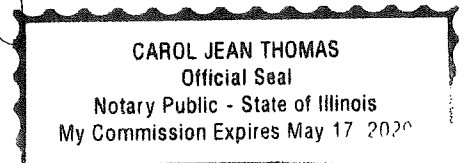
Carol Jean Thomas
Notary Public



The State of Illinois §
County of Adams §

This instrument was acknowledge before me on this 28th day of October, 2016 Bert Miller, Jr.

Carol Jean Thomas
Notary Public



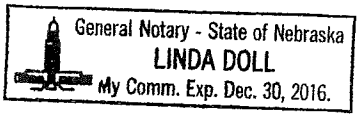
The State of WA §
County of Clallam §

This instrument was acknowledge before me on this 8th day of November, 2016 by Marydee Countryman.

Patricia Williams
Notary Public

The State of Nebraska §
County of Douglas §

This instrument was acknowledge before me on this 14th day of November, 2016 by Carol Lee Dona.



Linda Doll
Notary Public

The State of Texas §
County of Nueces §



This instrument was acknowledge before me on this 14th day of October, 2016 by Alan James Wahlers, Individually, and as Independent Executor of the Estate of Violet Wahlers, Deceased.

[Signature]
Notary Public

After recording please return this instrument to:

Mr. Jaime Cruz or Jaime Salinas
Hidalgo County Pct. 2
300 W. Hall Acres Rd., Ste. G
Pharr, Tx 78577

CERTIFICATE OF RECORDING

THE STATE OF TEXAS, §
COUNTY OF HIDALGO §

Parcel No. 23

County: Hidalgo, Precinct 2
WA#10: HCDD No. 1 Drain Right of Way Project

Exhibit: A
FIELD NOTES FOR PARCEL 23

Being a 281,664 square foot or 6.4661 acre tract of land situated in the City of Pharr, Hidalgo County, Texas, out of Lot 207, Kelly-Pharr Subdivision, as recorded in Volume 3, Page 133, of the Deed Records, Hidalgo County, Texas, and being out of an existing 260.00 foot Drainage Easement, conveyed to Hidalgo County Drainage District No. 1, as described in Volume 1187, Page 7, dated September 18, 1967, of the Deed Records, Hidalgo County, Texas, said 281,664 square foot or 6.4661 acre tract of land being more particularly described by metes and bounds as follows;

Beginning at a Mag Nail set (N=16,591,220.8124, E=1,091,066.0266) in Ridge Road, Right of Way Varies, for the Northwest corner of Ridge Terrace Subdivision, as recorded in Volume 16, Page 8, of the Map Records, Hidalgo County, Texas, for the Northeast corner of this herein described tract of land;


1. **Thence** departing Ridge Road with the West line of said Ridge Terrace Subdivision, South 08°32'07" West at a distance of 20.00 feet passing a 5/8" iron pin set in the South Right of Way line of Ridge Road, continuing a total distance of 1,184.81 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set in the Northeasterly line of a Hidalgo County Irrigation District No. 2, 190.00 foot Canal Right of Way, for the Southeast corner of said Hidalgo County Drainage District No. 1 Right of Way easement, for the Southeast corner of this herein described tract of land;
2. **Thence** with the Northeasterly line of said Hidalgo County Irrigation District No.2 Canal Right of Way, North 53°46'53" West a distance of 326.65 feet to a 1/2" iron pin found for the South corner of Stone Ridge Subdivision, as recorded in Volume 46, Page 180, of the Map Records, Hidalgo County, Texas, for the Southwest corner of this herein described tract of land;
3. **Thence** with the Southeasterly line of said Stone Ridge Subdivision, North 36°10'07" East a distance of 84.69 feet to a 1/2" iron pin found for corner;
4. **Thence** with the East line of said Stone Ridge Subdivision, North 08°32'07" East, at a distance of 918.02 feet passing the Northeast corner of Lot 3, said Stone Ridge Subdivision, at a distance of 938.02 feet passing a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set in the South Right of Way line of Ridge Road, continuing a total distance of 958.02 feet to a Mag Nail set in Ridge Road and the North line of said Lot 207, Kelly-Pharr Subdivision, for the Northwest corner of this herein described tract of land;

5. Thence with Ridge Road and the North line of said Lot 207, Kelly-Pharr Subdivision South $81^{\circ}27'53''$ East a distance of 249.98 feet to the **Point of Beginning** and being a 281,664 square foot or 6.4661 acre tract of land.

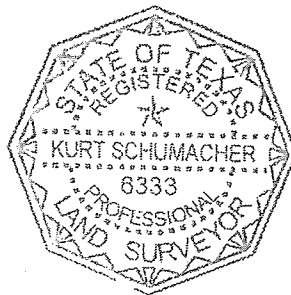
Bearings based on the Texas Coordinate System, South Zone, NAD83 (NA2011), adjusted to surface using a grid to surface adjustment factor of 1.00004.

A plat survey of even survey date herewith accompanies this description.

I, Kurt Schumacher, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

 06/10/2016

Kurt Schumacher
Registered Professional Land Surveyor
Texas Registration No. 6333



MATCHLINE STATION

STONE RIDGE SUBDIVISION
(VOL. 46 PG. 180, M.R.H.C.)

ROMALDO G. CANTU
(DOC. #1871693 O/R/1
OCTOBER 17, 2006
0.1916 AC.
S.U.E.

OCTAVIO CANTU AND
ARACELY CANTU
(DOC. #1501948 O/R/0
JULY 25, 2005
0.1916 AC.

CARLOS AREVALO AND WIFE,
BLANCA AREVALO
(DOC. #1488194 O/R/1
MARCH 22, 2005
0.2948 AC.

JUAN VALDEZ AND WIFE,
MARIA VALDEZ
(DOC. #1589995 O/R/0
DECEMBER 25, 2005
0.2417 AC.

JAYNE A. LOPEZ
AND WIFE
MELISSA V. LOPEZ
(DOC. #2146290 O/R/0
OCTOBER 11, 2010
0.3973 AC.

958.02'

N 08° 32' 07" E

EXISTING R.O.W.

EXIST. 260' H.C.D.D.#1
DRAINAGE EASEMENT
(VOL. 1187 PG. 7, D.R.H.C.)
SEPTEMBER 18, 1967

281,664 SQ. FT.

N 08° 32' 07" E

SURVEY LINE

23

EXISTING R.O.W.

UTILITY EASEMENT
(DOC#1986162/1986169)

1184.81'

SALVADOR GARZA AND
WIFE, BERTHA YOLANDA GARZA
(VOL. 2243 PG. 042 O/R/0
JANUARY 29, 1981
0.2812 AC.

EDUARDO F. PEREZ
AND WIFE,
ROSARIO G. PEREZ
(VOL. 2243 PG. 042 O/R/0
JANUARY 29, 1981
0.2902 AC.

15' U.T.

JOSE R. CHAVEZ AND WIFE,
HERMELINDA CHAVEZ
(VOL. 3148 PG. 638 O/R/0
SEPTEMBER 11, 1991
0.3850 AC.

15.00' U.T.

VIVIAN F. SCRIBNER AND
WIFE, IRISACE S. SCRIBNER
(VOL. 3041 PG. 832 O/R/1
OCTOBER 19, 1964
0.12981 AC.

SAL RODRIGUEZ AND
CATHIA L. RODRIGUEZ
(DOC. #1309761 O/R/1
JULY 29, 2005
51.8588 AC.



LEGEND

- LOT LINE
- PROPERTY LINE
- PARCEL NUMBER
- RIGHT OF WAY
- POINT OF COMMENCING
- HIDALGO COUNTY
- DEED RECORDS
- HIDALGO COUNTY
- MAP RECORDS
- HIDALGO COUNTY
- OFFICIAL RECORDS
- SET 5/8" IRON ROD
- WITH PLASTIC CAP
- STAMPED "ROWS PROP. COR."
- FOUND 1/2" IRON ROD
- UNLESS OTHERWISE NOTED

REFERENCES:

1. RIGHT OF WAY GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, BY VIOLET WAHLERS AS GUARDIAN OF THE ESTATE AND PENSION OF CLARA WAHLERS, DATED SEPTEMBER 18, 1967, FILED FOR RECORD ON OCTOBER 6, 1967 IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1187, PAGE 7, DEED RECORDS HIDALGO COUNTY, TEXAS.
2. UTILITY GRANTED TO CITY OF PHARR, BY ALAN JAMES WAHLERS, DATED MARCH 5, 2009, FILED FOR RECORD ON APRIL 6, 2009 IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, UNDER CLERK'S DOCUMENT NO. 1986162.
3. UTILITY GRANTED TO CITY OF PHARR, BY VIOLET M. WAHLERS AKA VIOLET MAGDALEN WAHLERS, DATED MARCH 5, 2009, FILED FOR RECORD ON APRIL 6, 2009 IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, UNDER CLERK'S DOCUMENT NO. 1986169.

METES & BOUNDS DESCRIPTION
ACCOMPANIES THIS HEREIN
SURVEY EXHIBIT

KURT SCHUMACHER, R.P.L.S. #6333

- NOTES:
1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, NAD2011. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.00004.
 2. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.

DATE: REVISED JUNE 8, 2016

RIGHT OF WAY SKETCH

SHOWING PROPERTY OF
PARCEL 23
HCDD No. 1 DRAIN RIGHT OF WAY PROJECT



SURVEYING SERVICES, LLC.

800 S. STEWART RD SUITE 13
MUSKOGEE, TEXAS 75087
TEL: (940) 444-3333
FAX: (940) 444-3192

PLAT OF SURVEY
PARCEL 23
FOR HCDD No. 1 DRAIN RIGHT OF WAY PROJECT,
HIDALGO COUNTY

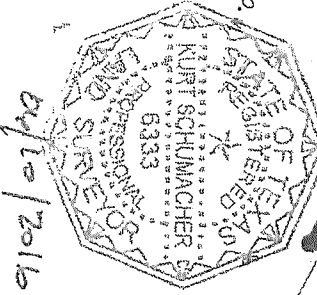
A 281,664 SQ. FT. (6.4661)
TRACT OF LAND SITUATED IN LOT 207
KELLY-PHARR SUBDIVISION

EXHIBIT A

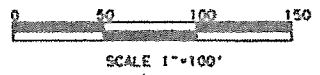
PAGE 3 OF 4

TITLE COMMITMENT:

CHICAGO TITLE INSURANCE
COMPANY
PROPOSED INSURED/BORROWER:
HIDALGO COUNTY
OWNER: VIOLET WAHLERS, LYNN
K. SANDER, JOHN CLAYTON
MILLER, BERT MILLER JR.,
AND ALAN JAMES WAHLERS
OF NO.: 0003162524
EFFECTIVE DATE:
SEPTEMBER 8, 2015



6/10/2016



LEGEND:

- LOT LINE
- PROPERTY LINE
- PARCEL NUMBER
- RIGHT OF WAY
- POINT OF COMMENCING
- POINT OF BEGINNING
- HIDALGO COUNTY DEED RECORDS
- HIDALGO COUNTY MAP RECORDS
- HIDALGO COUNTY OFFICIAL RECORDS
- SET 5/8" IRON ROD WITH PLASTIC CAP
- STAMPED "ROW'S PROP. COR."
- FOUND 1/2" IRON ROD
- UNLESS OTHERWISE NOTED

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, NAD2011. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.00004.
2. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.



METES & BOUNDS DESCRIPTION ACCOMPANIES THIS HEREIN SURVEY EXHIBIT

Kurt Schumacher

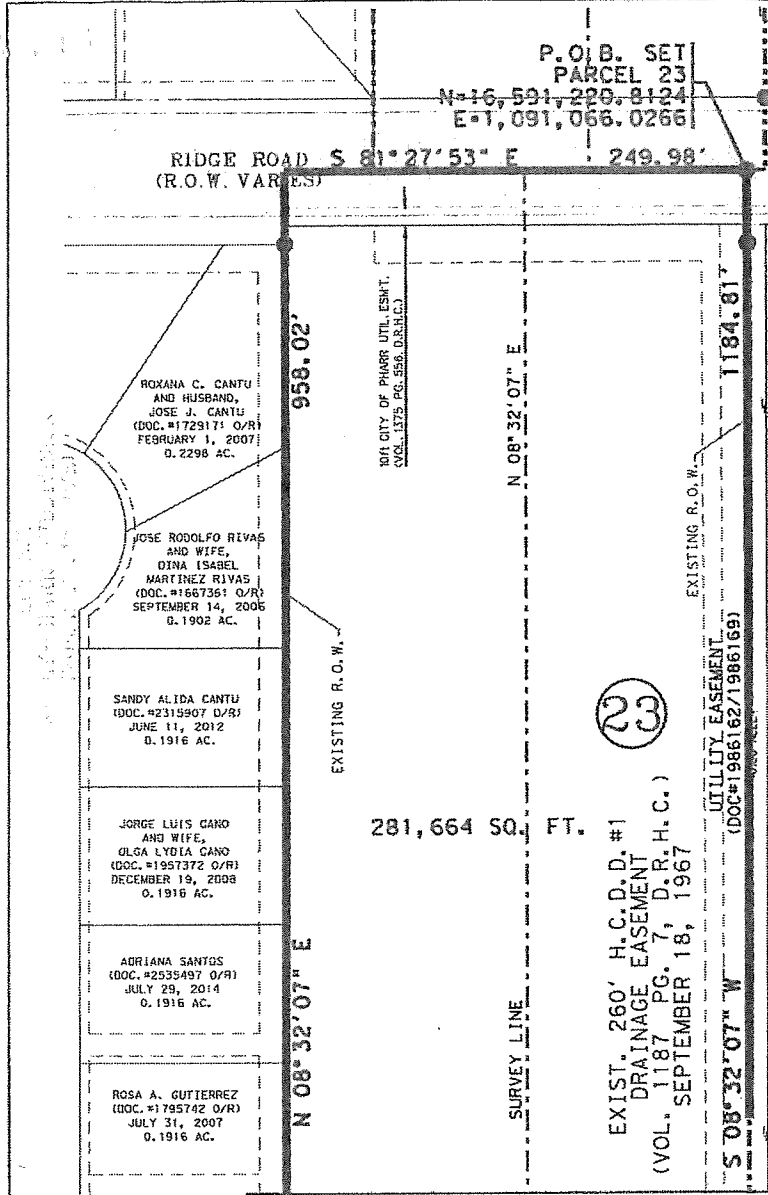
KURT SCHUMACHER, R.P.L.S. #6333

DATE: REVISED JUNE 8, 2016

RIGHT OF WAY SKETCH
SHOWING PROPERTY OF
PARCEL 23
HCDD No. 1 DRAIN RIGHT OF WAY PROJECT

ROW SURVEYING SERVICES, LLC.
503 S. STEWART RD. SUITE 13
MISSION, TEXAS 78142
TEL: (361) 424-2336
FAX: (361) 424-3132

TBPLS REG. FIRM# 10192886



P.O.B. SET
PARCEL 23
N=16,591.220.8124
E=1,091,066.0266

RIDGE ROAD S 81°27'53" E 249.98'
(R.O.W. VARIES)

958.02'

VIA CITY OF PHARR UTIL. EASMT.
(VOL. 1179 PG. 556, D.R.H.C.)

N. 08°32'07" E

1184.81'

MANUEL R. SALINAS, JR. AND WIFE, RAQUEL B. SALINAS (DOC. #464390 O/R) JUNE 23, 1995 0.2950 AC.

ARMANDO RIVERA JR. AND SPOUSE, ANNA L. RIVERA (DOC. #1314862 O/R) MARCH 25, 2004 0.2812 AC.

ERNESTO LEAL, JR. AND WIFE, SARA ALICIA LEAL (VOL. 1735 PG. 982 O/R) JULY 31, 1991 0.2812 AC.

ANGEL JAVIER PEDRAZA AND WIFE, CELINA PEDRAZA (DOC. #490844 O/R) NOVEMBER 21, 1995 0.2812 AC.

AIDA MARITZA GARZA (DOC. #2082868 O/R) FEBRUARY 25, 2010 0.2812 AC.

23

281,664 SQ. FT.

EXIST. 260' H.C.D.D. #1 DRAINAGE EASEMENT (VOL. 1187 PG. 7, D.R.H.C.) SEPTEMBER 18, 1967

UTILITY EASEMENT (DOC. #1986162/1986169)

EXISTING R.O.W.

SURVEY LINE

N 08°32'07" E

ROXANA C. CANTU AND HUSBAND, JOSE J. CANTU (DOC. #1729171 O/R) FEBRUARY 1, 2007 0.2298 AC.

JOSE RODOLFO RIVAS AND WIFE, DINA ISABEL MARTINEZ RIVAS (DOC. #1667351 O/R) SEPTEMBER 14, 2006 0.1902 AC.

SANDY ALIDA CANTU (DOC. #2315907 O/R) JUNE 11, 2012 0.1916 AC.

JORGE LEHS CANO AND WIFE, OLGA LYDIA CANO (DOC. #1957372 O/R) DECEMBER 19, 2008 0.1916 AC.

ADRIANA SANTOS (DOC. #2535497 O/R) JULY 29, 2014 0.1916 AC.

ROSA A. GUTIERREZ (DOC. #1795742 O/R) JULY 31, 2007 0.1916 AC.

REFERENCES:

1. RIGHT OF WAY GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, BY VIOLET WAHLERS AS GUARDIAN OF THE ESTATE AND PERSON OF CLARA WAHLERS, DATED SEPTEMBER 18, 1967, FILED FOR RECORD ON OCTOBER 6, 1967 IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1187, PAGE 7, DEED RECORDS HIDALGO COUNTY, TEXAS.
2. UTILITY GRANTED TO CITY OF PHARR, BY ALAN JAMES WAHLERS, DATED MARCH 5, 2009, FILED FOR RECORD ON APRIL 6, 2009 IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, UNDER CLERK'S DOCUMENT NO. 1986162.
3. UTILITY GRANTED TO CITY OF PHARR, BY VIOLET M. WAHLERS AKA VIOLET MAGDALEN WAHLERS, DATED MARCH 5, 2009, FILED FOR RECORD ON APRIL 6, 2009 IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, UNDER CLERK'S DOCUMENT NO. 1986169.

MATCHLINE STATION

PLAT OF SURVEY
PARCEL 23

FOR HCDD No. 1 DRAIN RIGHT OF WAY PROJECT,
HIDALGO COUNTY

A 281,664 SQ. FT. (6.4661)
TRACT OF LAND SITUATED IN LOT 207
KELLY-PHARR SUBDIVISION

EXHIBIT A

PAGE 4 OF 4

TITLE COMMITMENT:

CHICAGO TITLE INSURANCE COMPANY
PROPOSED INSURED/BORROWER:
HIDALGO COUNTY
OWNER: VIOLET WAHLERS,
LYNN K. SANDER,
JOHN CLAYTON MILLER, BERT MILLER JR.,
AND ALAN JAMES WAHLERS
GF No.: 000316254
EFFECTIVE DATE:
SEPTEMBER 8, 2015

AI -57959

14.

DRAINAGE DISTRICT

Meeting Date: 01/10/2017

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting acceptance and approval of Donation Deed from San Mateo Investments, LLC.

BACKGROUND

Fiscal Impact

Attachments

Deed

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	01/06/2017 05:36 PM
Form Started By: Jaime Salazar		Started On: 01/05/2017 04:40 PM
Final Approval Date: 01/06/2017		

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.

File No. 16-150

SPECIAL DONATION DEED

Date: **August 1, 2016**

Donor: **SAN MATEO INVESTMENTS, LLC, a Texas limited liability company**
3714 S. Expressway 281
Edinburg, Texas 78539

Donee: **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**
902 N. Doolittle Road
Edinburg, Texas 78542

Consideration: **Donor hereby gives, donates, delivers, without consideration, the Property to Donee, a political subdivision of the State of Texas.**

Property:

A 9.21 acre tract of land out of Lots 3, 4 and 6, Section 250, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 2, Page 29, Map Records, Hidalgo County, Texas, and according to Warranty Deed with Vendor's Lien recorded under County Clerk's Document Number 1182756 and 1182805, Official Records, Hidalgo County, Texas, reference to which is here made for all purposes and being more particularly described in Exhibit "A" attached hereto and incorporated herein.

Reservations from and Exceptions to Conveyance and Warranty:

- 1. For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of all underground water, oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it. Grantor will also retain rights of ingress and egress and of reasonable use of the Property.**
- 2. All of record.**

Donor, subject to the reservations from and exceptions to conveyance and warranty, grants, transfers, donates and conveys to Donee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Donee, Donee's successors or assigns forever.

Donor waives, any of the surface use of the Property owned by Donor, if any, for the exploration, testing, and extraction of oil, gas and other minerals and/or any other surface use of the Property, if any, relating to the promotion of the mineral estate owned by Donor, if any. Nothing herein, however, restricts or prohibits the pooling or unitization of the portion of the mineral estate owned by the Donor, if any, with land other than the Property; or the exploration or production of the oil, gas, and other minerals by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the Property, provided that these operations in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property.

By the acceptance of this Deed, Donee is taking the Property "as is," "where is" and "with all faults", and without any representation or warranties whatsoever, express or implied, written or oral, it being the intention of Donor and Donee to expressly negate and exclude all representations and warranties, including but not limited to (i) the physical condition of the property or any element thereof, including, without limitation, warranties related to suitability for habitation, merchantability or fitness for a particular purpose; (ii) the nature or quality of construction, structural design and engineering of any improvements; (iii) the quality of the labor and materials included in any improvements; (iv) the soil conditions; drainage or other conditions existing at the property with respect to any particular purpose, developmental potential or otherwise; (v) all warranties created by any affirmation of fact or promise or by any description of the property; and (vi) all other warranties and representations whatsoever.

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

**SAN MATEO INVESTMENTS, LLC, a
Texas limited liability company**

BY: *[Signature]*
**HERBERT R. SCURLOCK, III,
Manager**

STATE OF TEXAS *
 * (Acknowledgment)
COUNTY OF HIDALGO *

This instrument was acknowledged before me on this the 7th day of December, 2016 by **HERBERT R. SCURLOCK, III, Manager** of **SAN MATEO INVESTMENTS, LLC**, a Texas limited liability company, on behalf of said company.

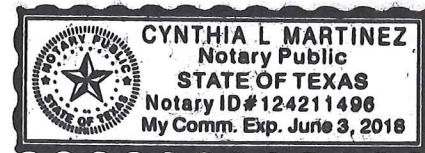
[Signature]
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING,
RETURN TO:

SARA L. TIPPIT
THE TIPPIT LAW FIRM, LLP
820 W. Nolana, Ste. C
McAllen, TX 78504

PREPARED IN THE
LAW OFFICE OF:

SAME





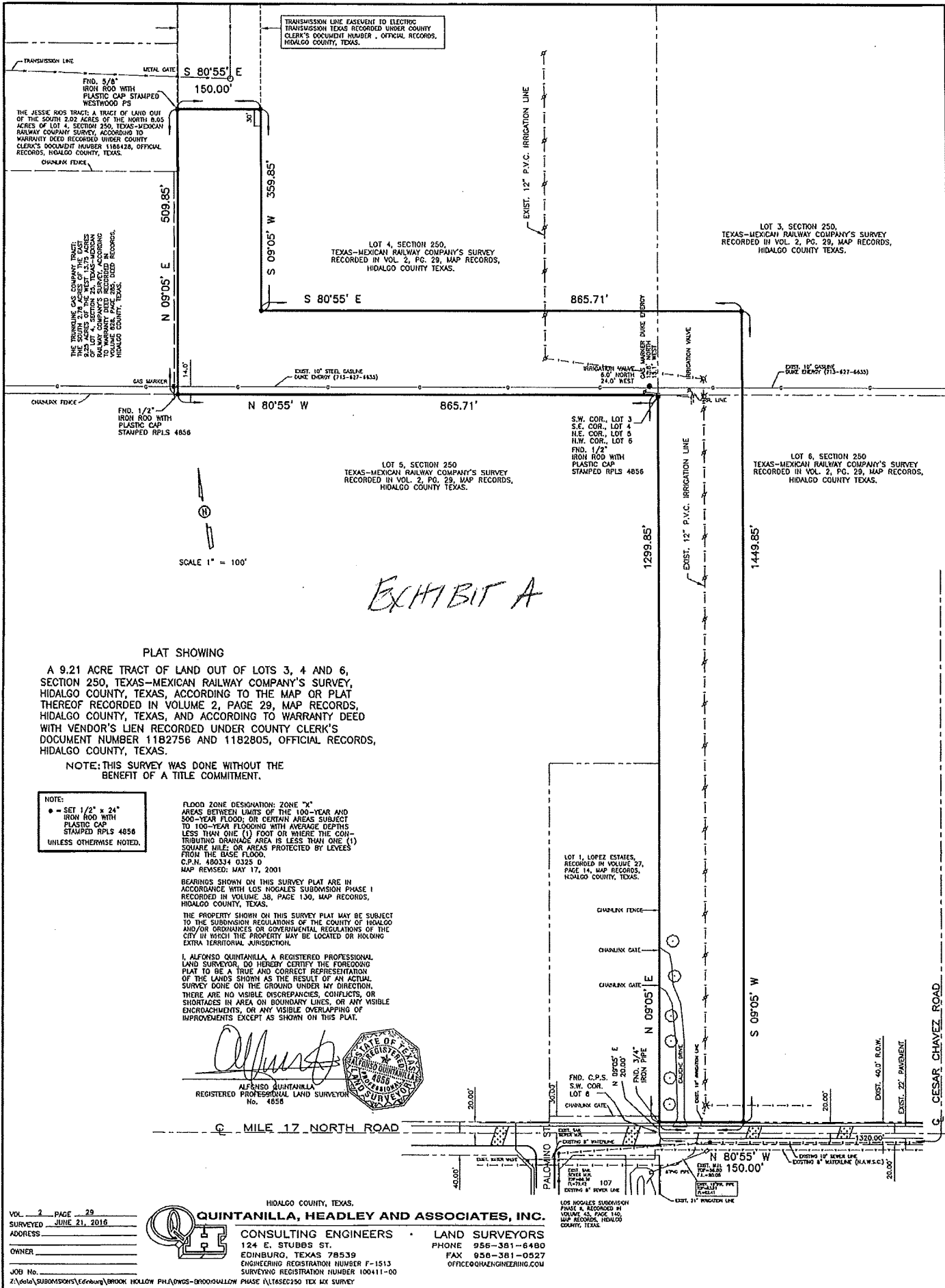
Handwritten address:
1118 1st Ave

Handwritten name:
J. J. [unclear]

Handwritten address:
1118 1st Ave

Faint handwritten text, possibly a letter or message.

Faint handwritten text, possibly a letter or message.



TRANSMISSION LINE EASEMENT TO ELECTRIC TRANSMISSION TEXAS RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER . OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

TRANSMISSION LINE
METAL GATE
S 80°55' E
150.00'

FND. 5/8" IRON ROD WITH PLASTIC CAP STAMPED WESTWOOD PS

THE JESSIE BOOS TRACT, A TRACT OF LAND OUT OF THE SOUTH 2.02 ACRES OF THE NORTH 8.05 ACRES OF LOT 4, SECTION 250, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1186426, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

CHAPARRAL FENCE

THE TRINOLINE GAS COMPANY TRACT, 2.25 ACRES OF THE WEST 1/2 OF LOT 4, SECTION 25, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1186426, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

CHAPARRAL FENCE

FND. 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856

N 09°05' E
509.85'

14.0'

GAS MARKER

EXIST. 10" STEEL GASLINE (LINE DITCH (713-427-6433))

LOT 4, SECTION 250, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY RECORDED IN VOL. 2, PG. 29, MAP RECORDS, HIDALGO COUNTY TEXAS.

S 09°05' W
359.85'

S 80°55' E

865.71'

LOT 3, SECTION 250, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, RECORDED IN VOL. 2, PG. 29, MAP RECORDS, HIDALGO COUNTY TEXAS.

N 80°55' W
865.71'

LOT 5, SECTION 250, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY RECORDED IN VOL. 2, PG. 29, MAP RECORDS, HIDALGO COUNTY TEXAS.

S.W. COR., LOT 3
S.E. COR., LOT 4
N.E. COR., LOT 5
N.W. COR., LOT 6

FND. 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856

LOT 6, SECTION 250, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, RECORDED IN VOL. 2, PG. 29, MAP RECORDS, HIDALGO COUNTY TEXAS.



SCALE 1" = 100'

EXHIBIT A

PLAT SHOWING

A 9.21 ACRE TRACT OF LAND OUT OF LOTS 3, 4 AND 6, SECTION 250, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1182756 AND 1182805, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

NOTE: THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

NOTE:
● = SET 1/2" x 24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 UNLESS OTHERWISE NOTED.

FLOOD ZONE DESIGNATION: ZONE "X" AREAS BETWEEN LIMITS OF THE 100-YEAR AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE (1) SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.

C.P.N. 48034 0325 D
MAP REVISED: MAY 17, 2001

BEARINGS SHOWN ON THIS SURVEY PLAT ARE IN ACCORDANCE WITH LOS NOGALES SUBDIVISION PHASE I RECORDED IN VOLUME 38, PAGE 130, MAP RECORDS, HIDALGO COUNTY, TEXAS.

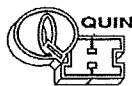
THE PROPERTY SHOWN ON THIS SURVEY PLAT MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS SHOWN AS THE RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION. THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, OR SHORTAGES IN AREA ON BOUNDARY LINES, OR ANY VISIBLE ENCROACHMENTS, OR ANY VISIBLE OVERLAPPING OF IMPROVEMENTS EXCEPT AS SHOWN ON THIS PLAT.

Alfonso Quintanilla
ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4856

1/4 MILE 17 NORTH ROAD

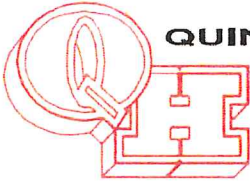
VOL. 2 PAGE 29
SURVEYED JUNE 21, 2016
ADDRESS
OWNER
JOB No.



HIDALGO COUNTY, TEXAS.
QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS • LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78839
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

LOS NOGALES SUBDIVISION PHASE I, RECORDED IN VOLUME 38, PAGE 130, MAP RECORDS, HIDALGO COUNTY, TEXAS.



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers * Land Surveyors

Alfonso Quintanilla, P.E., R.P.L.S. Eulalio Ramirez, P.E.
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects * Subdivisions * Surveys
124 E. Stubbs, Edinburg, Texas 78539
Phone 956/381-6480 Fax 956/381-0527
Email: office@qhaengineering.com
www.qhaengineering.com

METES AND BOUNDS

A 9.21 ACRE TRACT OF LAND OUT OF LOTS 3, 4 AND 6, SECTION 250, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1182756 AND 1182805, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 3/4" IRON PIPE FOUND ON THE WEST LINE OF LOT 6 AND ON THE NORTH RIGHT OF WAY LINE OF MILE 17 NORTH ROAD FOR THE SOUTHWEST CORNER OF THIS TRACT, SAID PIPE BEARS N 09°05' E, 20.00 FEET FROM THE SOUTHWEST CORNER OF LOT 6.

THENCE; N 09°05' E, ALONG THE WEST LINE OF LOT 6, A DISTANCE OF 1,299.85 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR THE SOUTHWEST CORNER OF LOT 3, THE SOUTHEAST CORNER OF LOT 4, THE NORTHWEST CORNER OF LOT 6, AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 80°55' W, ALONG THE SOUTH LINE OF LOT 4, A DISTANCE OF 865.71 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR THE SOUTHEAST CORNER OF THE TRUNKLINE GAS COMPANY TRACT (THE SOUTH 2.78 ACRES OF THE EAST 9.25 ACRES OF THE WEST 13.75 ACRES OF LOT 4, SECTION 250, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 828, PAGE 285, DEED RECORDS, HIDALGO COUNTY, TEXAS) AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 09°05' E, ALONG THE EAST LINE OF THE TRUNKLINE GAS COMPANY TRACT AND THE EAST LINE OF THE JESSIE RIOS TRACT (A TRACT OF LAND OUT OF THE SOUTH 2.02 ACRES OF THE NORTH 8.05 ACRES OF LOT 4, SECTION 250, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1186428, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), A DISTANCE OF 509.85 FEET TO A 5/8" IRON ROD WITH CAP STAMPED WESTWOOD PS FOUND FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 80°55' E, A DISTANCE OF 150.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 09°05' W, A DISTANCE OF 359.85 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 80°55' E, A DISTANCE OF 865.71 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 09°05' W, A DISTANCE OF 1,449.85 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE NORTH RIGHT OF WAY LINE OF MILE 17 NORTH ROAD FOR THE SOUTHEAST CORNER OF THIS TRACT.


THENCE; N 80°55' W, ALONG THE NORTH RIGHT OF WAY LINE OF MILE 17 NORTH ROAD, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 9.21 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH LOS NOGALES SUBDIVISION PHASE I, RECORDED IN VOLUME 38, PAGE 130, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY DESCRIBED IN THIS METES AND BOUNDS MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: JUNE 21, 2016



ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856



AI -57985

15.

DRAINAGE DISTRICT

Meeting Date: 01/10/2017

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval to accept TML Check No. 5337963 in the amount of \$5,536.98 as it relates to Claim No. AU48759.

BACKGROUND

Fiscal Impact

Attachments

TML

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	01/06/2017 05:36 PM
Form Started By: Jaime Salazar		Started On: 01/06/2017 11:55 AM
Final Approval Date: 01/06/2017		



Texas Municipal League
 Intergovernmental Risk Pool
 Joint Self Insurance Fund
 1821 Rutherford Lane
 Austin, TX 78754 (512) 491-2300

FROST BANK
 Parkdale
 30-91/1140 59

Date	Number
12/29/16	5337963
AU0000000048759	
Amount	

Pay *Five Thousand Five Hundred And Thirty Six And 98/100 US Dollars*
 ***** \$5,536.98*

To Hidalgo County Drainage District #1
 902 N Doolittle Rd
 Edinburg, TX 78539-8670

[Signature]

[Signature]
 Void After 90 Days

SIGNATURE HAS A COLORED BACKGROUND • BORDER CONTAINS MICROPRINTING

⑈05337963⑈ ⑆114923222⑆ 29 9990348⑈

CLAIM NUMBER	PAYMENT FOR	FOR THE PERIOD	AMOUNT	ADJUSTER LINE CATEGORY
AU0000000048759	Hidalgo County Drainage		\$6,536.98	SCurby Vehicle
AU0000000048759	Hidalgo County Drainage		(\$1,000.00)	SCurby Deductible

RECEIVED
 HIDALGO COUNTY
 DRAINAGE DISTRICT #1

JAN 03 2017

2:00 AM/PM

BY: *[Signature]*



Workers' Compensation • Property • Liability

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

JAN 03 2017

2:00 AM/PM

BY: MAP

December 29, 2016

Lora Briones
Hidalgo County Drainage District #1
902 N Doolittle Rd
Edinburg, TX 78539-8670

RE: TMLIRP Fund Member: Hidalgo County Drainage District #1
Date of Loss: October 06, 2016
TMLIRP Claim No: AU0000000048759
VIN No: 3HTJGTKR2GN261678

Dear Lora Briones:

Enclosed is TMLIRP check in the amount of \$5,536.98 (\$6,536.98 less \$1,000.00 deductible), as agreed for the above-referenced claim.

Should you have any questions or concerns, please feel free to contact me.

Sincerely,

Scott Curby
Fast Track Claims Specialist
Texas Municipal League Intergovernmental Risk Pool

Encl: Check, Estimate

Texas Municipal League Intergovernmental Risk Pool

1821 Rutherford Lane, First Floor • Austin, Texas 78754 • (512)491-2300 • (800)537-6655 Texas Only
P.O. Box 149194 • Austin, Texas 78714-9194

Date: 12/23/2016 12:26 PM
 Estimate ID: 3346120064
 Estimate Version: 0
 Committed
 Profile ID: * RGV MED HEAVY TRK

PROPERTY DAMAGE APPRAISERS

HARLINGEN/BROWNSVILLE/MCALLEN P. O. BOX 531911, Harlingen , TX 78553
 (956) 425-1912
 Fax: (956) 425-2335
 Email: pdaharlingen@pdaorg.net

Not An Authorization For Repair
 Read disclaimers following appraisal calculations.

Damage Assessed By: Pete Ramirez
 Classification: Field

Appraised For: Scott Curby

THIS ESTIMATE HAS BEEN PREPARED UTILIZING THE MITCHELL MEDIUM / HEAVY
 DUTY TRUCK DATABASE.

Condition Code: Good
 Date of Loss: 10/ 6/2016
 Contact Date: 12/12/2016
 Deductible: 1,000.00
 File Number: 3346120064
 Claim Number: AU48759

Type of Loss: Comprehensive
 Date Assigned 12/12/2016

Insured: Hidalgo Co. Irrigation District No.
 Owner: Hidalgo Co. Irrigation District No.
 Address: 902 N. Doolittle, Edinburg, TX 78542
 Telephone: Work Phone: (956) 292-7080

Mitchell Service: 911000

Description: 16 CATERPILLAR CT660
 VIN: 3HTJGTR2GN261678
 Mileage: 24,310
 OEM/ALT: A
 Color: White
 Options: HEAVY DUTY COOLING, DISC BRAKES, POWER STEERING, POWER BRAKE, AIR CONDITION
 TRAILER TOWING PKG., MULTI-PURPOSE VEHICLE, 2-DOOR, DIESEL ENGINE
 REAR WHEEL DRIVE, AUTOMATIC TRANSMISSION

Vehicle Production Date: 1/16
 License: 119-0612 TX
 Search Code: 334

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
1	900500	BDY*	REMOVE/REPLACE	Front Bumper End	New	491.46	* 0.0*
2	900500	BDY*	REMOVE/REPLACE	R Mirror Arm Assy	New	303.88	* 0.0*
3	900500	BDY*	REMOVE/REPLACE	2-Hood Latch	New	122.98	* 0.0*
4	900500	BDY*	REMOVE/REPLACE	Pipe Cold	New	102.58	* 0.0*
5	900500	BDY*	REMOVE/REPLACE	Mirror RR VW	New	643.88	* 0.0*
6	900500	BDY*	REMOVE/REPLACE	Step Aux	New	68.46	* 0.0*
7	900500	BDY*	REMOVE/REPLACE	2-Strap as-F-T	New	557.18	* 0.0*
8	900500	BDY*	REMOVE/REPLACE	Brace	New	219.65	* 0.0*
9	900500	BDY*	REMOVE/REPLACE	4-Shock Absorber	New	592.96	* 0.0*
10	900500	BDY*	REMOVE/REPLACE	Extension	New	196.07	* 0.0*
11	900500	BDY*	REMOVE/REPLACE	Shop Supplies	New	102.48	* 0.0*
12	900500	BDY*	ADD'L LABOR OP	Labor for repairs	Existing		21.7*
13	900500	BDY*	ACCESS/INSPECT	Estimate Charge	Sublet	488.00	* 0.0*

ESTIMATE RECALL NUMBER: 12/23/2016 12:26:44 3346120064

Mitchell Data Version: OEM: DEC_16_V
 MAPP:DEC_16_V

Copyright (C) 1994 - 2016 Mitchell International
 All Rights Reserved

Software Version: 7.1.212

Page 1 of 3

* - Judgment Item

Remarks

This unit had already being repaired.

Estimate Totals

I. Labor Subtotals	<u>Units</u>	<u>Rate</u>	<u>Add'l Labor Amount</u>	<u>Sublet Amount</u>	<u>Totals</u>	II. Part Replacement Summary	<u>Amount</u>
Body	21.7	122.00	0.00	488.00	3,135.40	Taxable Parts	3,401.58
						Sales Tax @ 8.250%	280.63
			Non-Taxable Labor		3,135.40		
Labor Summary	21.7				3,135.40	Total Replacement Parts Amount	3,682.21
Total Additional Costs					<u>0.00</u>		
Total Additional Costs						Insurance Deductible	1,000.00-
						Customer Responsibility	1,000.00-
						I. Total Labor:	3,135.40
						II. Total Replacement Parts:	3,682.21
						III. Total Additional Costs:	0.00
						Gross Total:	6,817.61
						IV. Total Adjustments:	1,000.00-
						Net Total:	5,817.61

Point(s) of Impact

10 Left Front Side (P)

Insurance Co: TEXAS MUNICIPAL LEAGUE
TX

Inspection Site: HIDALGO COUNTY FACILITY
Inspection Date: 12/13/2016

AI -58006

16.

DRAINAGE DISTRICT

Meeting Date: 01/10/2017

Submitted For: Raul Sesin

Submitted By: Lora Briones, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Request approval of a claim # SWBT-08-201606-05-0142 to ATT in the amount of \$2,372.00. Damage to lines were caused by the District's maintenance workers at the La Quinta Dr at Ramada St., Pharr, Texas

BACKGROUND

Fiscal Impact

Attachments

Att charges

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	01/06/2017 05:36 PM
Form Started By: Lora Briones		Started On: 01/06/2017 03:29 PM
Final Approval Date: 01/06/2017		



Breakdown of charges

LABOR COST

EMPLOYEE	DATE OF REPAIR	REG HRS	REG RATE	OVT HRS	OVT RATE	DBL HRS	DBL RATE	AMOUNT
JR	06/22/2016			5.75	126.5491580			\$727.66
SP	06/22/2016			5.75	126.5491580			\$727.66
Labor Cost Sub-Total								\$1,455.32

MATERIALS

DESCRIPTION	QUANTITY	UNIT COST	AMOUNT
TAPE VINYL G 1IN X36FT CA 8726	2	0.6999168	\$1.40
KIT PCE OUT 37IN24GA710-SC1-25	23	11.3517756	\$261.09
WRAP PRESSURE 3 MIL PLAIN	2	2.0122608	\$4.02
ENCAP REENTERABLE 3M 5000 GM	2	39.7312146	\$79.46
ALUMINUM TAPE 4 IN X 40 FT RL	2	7.9834260	\$15.97
CONNECTOR CBL SHIELD CPR 4460D	2	0.6889806	\$1.38
CABLE TIE C LASH SUPT SS 26 IN	2	31.9993212	\$64.00
PROPANE GAS 1 LB CYLINDER	1	3.3792858	\$3.38
WIPES UTILITY REINFORCED BX125	2	4.3744800	\$8.75
NDC TROUBLE TICKET	1	8.1700000	\$8.17
NCSC TROUBLE TICKET	1	14.7400000	\$14.74
MARKER BALL ORANGE (LOCATION)	1	4.3197990	\$4.32
Material Sub-Total			\$466.68

CONTRACTOR COST

CONTRACTOR NAME	AMOUNT
M SERRANO CONSTRUCTION	\$450.00

continued on next page



Breakdown of charges (continued)

Contractor Cost Sub-Total	\$450.00
Total Labor Cost, Materials, Contractor, Loss of Use, Other Items	\$2,372.00





AI -57950

17.

DRAINAGE DISTRICT

Meeting Date: 01/10/2017

Submitted By: Alvaro Chuc, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A. Discussion and approval of all personnel action approved after September 27, 2016 (2017 Budget Adoption date) for the District Maintenance and Operation and Administration as previously approved on November 15, and December 06, of 2016.

Action	Dept	Slot Number	Approved Position Title	Approved Budgeted Salary	Proposed Budgeted Salary
Create	Adm-003	18	IT Technician V	50,744.00	50,744.00
Create	M&O-006	142	Engineer Tech IV	45,923.00	45,923.00
Create	M&O-006	143	ROW and Utility Coordinator	45,923.00	45,923.00

B. Request approval of Budget amendments from the District General Fund in the amount of \$197,477.40 the above mention positions and fringes for 2017.

BACKGROUND

Fiscal Impact

Attachments

[AI 57950 BA A](#)

[AI 57950 BA B](#)

[AI 57950 BA C](#)

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	01/06/2017 05:36 PM
Form Started By: Alvaro Chuc		Started On: 01/05/2017 03:10 PM
Final Approval Date: 01/06/2017		

AI -57999

18.

DRAINAGE DISTRICT

Meeting Date: 01/10/2017

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

In accordance with Water Code Section 49.057 and Subchapter A of Government Code, Section 2254, requesting approval to select and award the firm of _____ for the provision of professional legal services/representation in connection with litigation and authority to submit letter of engagement

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	01/06/2017 05:36 PM
Form Started By: Monica Badillo		Started On: 01/06/2017 02:18 PM
Final Approval Date: 01/06/2017		

AI -57842

19. C.

DRAINAGE DISTRICT

Meeting Date: 01/10/2017

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-0262-16-G; Teresa Barrera et al v. Hidalgo County, Texas and Hidalgo County
Drainage District No. 1

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	01/06/2017 05:36 PM
Form Started By: Monica Badillo		Started On: 12/16/2016 04:38 PM
Final Approval Date: 01/06/2017		

AI -57996

19. D.

DRAINAGE DISTRICT

Meeting Date: 01/10/2017

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-5741-16-H; Efrain Acuna et al v. Hidalgo County, Texas & Hidalgo County
Drainage District No.1

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	01/06/2017 05:36 PM
Form Started By: Monica Badillo		Started On: 01/06/2017 02:10 PM
Final Approval Date: 01/06/2017		

AI -57843

20. C.

DRAINAGE DISTRICT

Meeting Date: 01/10/2017

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-0262-16-G; Teresa Barrera et al v. Hidalgo County, Texas and Hidalgo County
Drainage District No. 1

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	01/06/2017 05:36 PM
Form Started By: Monica Badillo		Started On: 12/16/2016 04:38 PM
Final Approval Date: 01/06/2017		

AI -57997

20. D.

DRAINAGE DISTRICT

Meeting Date: 01/10/2017

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-5741-16-H; Efrain Acuna et al v. Hidalgo County, Texas & Hidalgo County
Drainage District No.1

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	01/06/2017 05:36 PM
Form Started By: Monica Badillo		Started On: 01/06/2017 02:10 PM
Final Approval Date: 01/06/2017		