



AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
May 16, 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 -59836** A.) Discussion on Hidalgo County Drainage District No.1 Drainage projects, maintenance and operations:
 - 1.) Lucero Del Norte
 - 2.) Schunior Drain/Tex Mex Drain
 - 3.) Drainage Ditch, East of Jackson Rd.
6. **AI -59839** Request acceptance and approval by the Hidalgo County Drainage District No. 1 Board of Directors of an "Order" authorizing the Purchase of certain personal property (as described in attachments herein) from Hidalgo County Precinct 3 for the agreed upon book value.
7. **AI -59760** A. Request approval to create three temporary Student Engineering Assistant positions for the District's Engineering Department. Requirements for these slots are that they be Junior or Senior level Civil Engineering students and will work for a period of three months - June 1, through August 31, 2017 not to exceed 40 hours per week at the rate of \$15 per hour.

B. Request approval to exempt these three temporary positions and allow the General Manager and Dr. Jungseok Ho, Assistant Professor & Associate Chair, Department of Civil Engineering, UTRGV to select the

candidates.

C. Request Budget Amendment from the General Fund to fund the above mentioned positions in the amount of \$29,000 for salaries and fringes.

- 8. AI -59845** A. Presentation of the sole firm responding to RFP No. HCDD1-17-017-04-26 "Title Company Services-(Pool)", Valley Land Title, Co., for the purpose of acceptance and "Ranking as Qualified" by the HCDD1 Board of Directors.
- B. Pursuant to the Boards approval, requesting authority for the Hidalgo County Drainage District No.1 to negotiate a Services Contract with the sole qualified proposer, _____, for the provision of "Title Company Services On-Call (on as needed basis).
- 9. AI -59875** 2013 Bond Series.
Approval to issue manual payment on the following Payment Applications for Construction Projects once audit procedures are complete:
- A. Application for Payment No. 2 in the amount of \$6,056.00 from M-5 Texas Enterprises, LLC related to Construction Project No. HCDD1-14-028-10-28 Drain Control Structures-Montecristo Lateral. PO#626178. Project Engineer: Tedsi Infrastructure Group.
- B. Application for Payment No. 3 in the amount of \$27,900.00 from M-5 Texas Enterprises, LLC related to Construction Project No. HCDD1-14-028-10-28 Drain Control Structure-Weslaco North Lateral. PO#626177. Project Engineer: Tedsi Infrastructure Group.
- C. Application for Payment No. 4 Retainage Release in the amount of \$29,375.00.00 from M-5 Texas Enterprises, LLC related to Construction Project No. HCDD1-14-028-10-28 Drain Control Structure-Weslaco North Lateral. PO#626177. Project Engineer: Tedsi Infrastructure Group.
- 10. AI -59817** 2013 Bond Series - Precinct #1 Rural Drainage Development
- A. Approval of invoice # R-026649 in the amount of \$1,343.93 to Raba Kistner Consultants, Inc. for Construction Material Testing On Call Services related to Precincts #1 El Obispo Subdivision Drainage Improvements. P.O. 631641.
- B. Approval of Invoice # 517112810 in the amount of \$4,350 to Urban Infrastructure Group, Inc. for Engineering Service pertaining to Precinct #1 Rural Drainage Development, Mile 13.5 and FM 1015 Drainage Improvements, P.O. 630635.

- 11. AI -59815** 2013 Bond Series; Precinct #3 Rural Drainage Development
A. Approval of invoice # 11326277 in the amount of \$1,190 to L & G Engineers Inc. for Work Authorization #6A on the La Joya Watershed for work relating to Right of Way Acquisitions. P.O. 627201.
B. Approval of invoice #11326276 in the amount of \$1,000 to L & G Engineers Inc. for Work Authorization #5 on the La Joya Watershed Improvement Project, for work relating closing service fees. P.O. 625396.
- 12. AI -59776** A. Requesting approval of closing documents for Parcel 45 as it relates to the J-09 Ditch Project and authority of the Chairman of the Board to execute documents subject to final legal review.
B. Pursuant to the Boards approval of Agenda Item No. 59776 (A), requesting approval to issue manual payment in the amount of \$97,354.00 to Valley Land Title Co. Order File No. 144811 Parcel 45.
- 13. AI -59775** A. Requesting approval of closing documents for Parcel 44 as it relates to the J-09 Ditch Project and authority of the Chairman of the Board to execute documents subject to final legal review.
B. Pursuant to the Boards approval of Agenda Item No. 59775 (A), requesting approval to issue manual payment in the amount of \$97,536.03 to Valley Land Title Co. Order File No. 144808 Parcel 44.
- 14. AI -59773** Request approval to amend closing document amount for Parcel 27E as it relates to La Joya Bypass Outfall Ditch. The correction will include closing costs in the amount of \$804.00 not reflected on Agenda Item 59209 approved by Board on 04-05-2017. The revised total is \$91,469.63
- 15. AI -59772** Requesting Approval of Right of Entry request from R.O.W. Surveying and authorization for Drainage District General Manager to execute as it relates to Shary Rd Property ID No. 458365
- 16. AI -59708** A. Requesting approval to accept bids and approval to execute a Construction Contract to lowest bidder meeting all specified requirements, Mor-Wil, LLC, for RFB No. HCDD1-17-022-04-26 "SCHUNIOR DRAIN DITCH IMPROVEMENTS -FM 1423 (VAL VERDE ROAD) CROSSING, IRRIGATION CROSSING, & DILLION CROSSING", in the total bid amount of \$310,393.00 for Base Bid and Alternates 1 & 2, as recommended by Noe Saldivar, P. E., HCDD1 project engineer, subject to compliance with HB1295

B. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for Drainage District

General Manager, Raul E. Sestin, P.E., CFM, to execute change orders that involve ...'an increase or decrease in cost of \$50,000.00 or LESS and in no event to exceed the Change Order's statutory limits...'. The original contract price may not be decreased by 18 % or more without the consent of the contractor".

17. AI -59722 2013 BOND SERIES

Requesting approval of following Work Authorizations related to the agreement with L&G Consulting Engineers, Inc., for the provision of On Call CMT Services Pct. #2, Pct. #3, Pct. #4 & HCDD1 Master Drainage System, in the amounts listed, subject to compliance with HB1295.

	Work Authorization No.	Project Description	Amount
1)	WA# 6	Minnesota & Cesar Chavez Drainage Improvements Project	\$19,460.90
2)	WA# 7	Mile 13.5 & FM 1015 Drainage Improvements Project	\$13,331.55
3)	WA# 8	Lucero del Norte Subdivision Drainage Improvements Project	\$10,589.85
4)	WA# 9	Schunior Drainage Improvements Project	\$8,050.58
5)	WA#10	Plena Vista Subdivision Drainage Improvements Project	\$16,387.82

18. AI -59816 Requesting approval of Work Authorization No. 4 to Agreement No. C-HCDD1-17-002-01-10; with Halff Associates in the amount of \$18,639.50, as it relates to Geo-Tech Services for the design of New Administration Facility and Site Improvements project.

19. AI -59833 Requesting approval of Work Authorization No. 4 to Agreement No. C-17-002-01-10, with Halff Associates in the amount of \$18,639.50, as it relates to Geo-Tech services for HCDD1 New Administration Building and approval of Sub Consultant Millennium Engineers Group.

20. 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 -59724 CCD-0343-H; State of Texas v D&S Bell Enterprises, Ltd.,et al

21. Open Session:

A. **Real Estate Acquisition**

B. **Pending and/or Potential Litigation**

C. AI -59725 CCD-0343-H; State of Texas v D&S Bell Enterprises, Ltd.,et al

22. Closed Session:

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

23. Open Session:

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

24. Adjourn

AI -59836

5.

DRAINAGE DISTRICT

Meeting Date: 05/16/2017

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

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

- 1.) Lucero Del Norte
- 2.) Schunior Drain/Tex Mex Drain
- 3.) Drainage Ditch, East of Jackson Rd.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Salinas	05/12/2017 05:17 PM
Form Started By: Jaime Salazar		Started On: 05/12/2017 09:42 AM
Final Approval Date: 05/12/2017		

AI -59839

6.

DRAINAGE DISTRICT

Meeting Date: 05/16/2017

Submitted By: Alvaro Chuc, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Request acceptance and approval by the Hidalgo County Drainage District No. 1 Board of Directors of an "Order" authorizing the Purchase of certain personal property (as described in attachments herein) from Hidalgo County Precinct 3 for the agreed upon book value.

BACKGROUND

Fiscal Impact

Attachments

Exhibit A

Order

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Salinas	05/12/2017 05:17 PM
Form Started By: Alvaro Chuc		Started On: 05/12/2017 10:04 AM
Final Approval Date: 05/12/2017		

Exhibit A
Equipment Description

- 1- 4AEX - 8' X 12' Aluminum Trench Box Serial No. 4060183
Co. Asset Tag# 37203

- 1- 4AEX - 8' X 12' Aluminum Trench Box Serial No. M0702334
Co. Asset Tag# 37204

- 1- 8AEX - 8' X 24' Aluminum Trench Box Serial No. 106541
Co. Asset Tag# 49948

ORDER NO. _____

AN ORDER OF HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AUTHORIZING THE PURCHASE OF THE EQUIPMENT FROM THE COUNTY OF HIDALGO AND APPROVING OTHER MATTERS INCIDENT THERETO.

WHEREAS, THE COUNTY OF HIDALGO (the "County") and HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 (the "District") have previously entered into various inter-local agreements for the purpose of undertaking joint improvement to and maintenance of the County's storm drainage facilities; and

WHEREAS, the County desires to sell certain equipment and machinery which is listed in Exhibit "A" attached hereto to the District for its use in further improving and maintaining the County's storm drainage facilities in the District; NOW THEREFORE,

BE IT RESOLVED:

ARTICLE I

APPROVAL; DESCRIPTION; PURCHASE PRICE; OTHER TERMS

- 1.1. Approval. The purchase of the equipment is hereby approved.
- 1.2. Description. The equipment is described in Exhibit "A" attached hereto.
- 1.3. Amount, Purpose, and Authorization. The purchase price for the Equipment is the amount of SEVENTEEN THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS (\$17,750) payable in cash upon delivery.
- 1.4. Purchase Rights. The District shall be entitled to full title and all ownership interests in the Equipment.
- 1.5. Consummation of Purchase. At closing or delivery, the County shall deliver to District such deeds, titles, termination statements, bills of sale and other documents and instruments as District shall reasonably require to evidence the transfer of all right, title and interest of the County in such Equipment to District free and clear of all liens and encumbrances created by or arising, directly or indirectly, through the County.

ARTICLE II

COVENANTS OF THE DISTRICT

2.1 Use of Equipment. The District shall use the Equipment in a careful and proper manner, in compliance with all applicable laws and regulations, including the tax exempt Treasury Regulations and will not dispose of the Equipment without issuance of an opinion by the District's bond counsel to the effect that the disposition will not affect the District's or the County's designation of its debt obligations a tax-exempt.

2.2 Warranties. Except for representations, warranties and service contracts relating to the Equipment made or entered into by the manufacturers or suppliers of the Equipment, all of which are hereby assigned to the District, the County has made, and makes, no representation or warranty, express or implied, and assumes no obligation with respect to the title, merchantability, condition, quality or fitness of the Equipment described in Schedule for any particular purpose or the conformity of the Equipment to specifications or purchase order, its design, delivery, installation or operation. All claims or actions on any warranty so assigned to the County shall be made or prosecuted by the District, at its sole expense.

2.3 Inspection, Acceptance and Written Notice of Defects. Immediately, or as soon as practicable to provide time for testing, upon receipt and installation of the Equipment, the District shall inspect the Equipment. Unless the District gives the County written notice of each defect or other proper objection to the Equipment before the execution of the Acceptance Certificate, it shall be conclusively presumed, as between the County and the District, that the District has fully inspected and acknowledged that the Equipment is in good condition and repair, has been properly installed and is performing satisfactorily, and that the District is satisfied with and has accepted the Equipment in such good condition and repair.

ARTICLE III

MISCELLANEOUS

3.1 Further Proceedings. The Chairman of the Board and other appropriate officials of the District are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Agreement.

3.2 Severability. If any section, paragraph, clause or provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Agreement.

3.3 Open Meeting. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the District's governing board at which this Order was adopted was posted at a place convenient and readily accessible at

all times to the general public at the official meeting place of the District for the time required by law preceding this meeting, as required by the Texas Open Meetings Law, Chapter 551, Texas Government Code, as amended, and that this meeting was open to the public as required by law at all times during which this Order and the subject matter thereof were discussed, considered and formally acted upon. The District's governing board further ratifies, approves and confirms such written notice and the contents and posting thereof.

3.4. Repealer. All orders and resolutions or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency

PASSED AND APPROVED ON _____.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

Ramon Garcia, Chairman of the Board

ATTEST:

County Clerk

Exhibit A
Equipment Description

AI -59760

7.

DRAINAGE DISTRICT

Meeting Date: 05/16/2017

Submitted For: Raul Sesin

Submitted By: Lora Briones, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A. Request approval to create three temporary Student Engineering Assistant positions for the District's Engineering Department. Requirements for these slots are that they be Junior or Senior level Civil Engineering students and will work for a period of three months - June 1, through August 31, 2017 not to exceed 40 hours per week at the rate of \$15 per hour.

B. Request approval to exempt these three temporary positions and allow the General Manager and Dr. Jungseok Ho, Assistant Professor & Associate Chair, Department of Civil Engineering, UTRGV to select the candidates.

C. Request Budget Amendment from the General Fund to fund the above mentioned positions in the amount of \$29,000 for salaries and fringes.

BACKGROUND

Fiscal Impact

Attachments

Budget amendment

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Salinas	05/12/2017 05:17 PM
Form Started By: Lora Briones		Started On: 05/09/2017 10:36 AM
Final Approval Date: 05/12/2017		

AI -59845

8.

DRAINAGE DISTRICT

Meeting Date: 05/16/2017

Submitted For: Jaime Salazar

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A. Presentation of the sole firm responding to RFP No. HCDD1-17-017-04-26 "Title Company Services-(Pool)", Valley Land Title, Co., for the purpose of acceptance and "Ranking as Qualified" by the HCDD1 Board of Directors.

B. Pursuant to the Boards approval, requesting authority for the Hidalgo County Drainage District No.1 to negotiate a Services Contract with the sole qualified proposer, _____, for the provision of "Title Company Services On-Call (on as needed basis).

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Salinas	05/12/2017 05:17 PM
Form Started By: Moises Salazar		Started On: 05/12/2017 10:54 AM
Final Approval Date: 05/12/2017		

AI -59875

9.

DRAINAGE DISTRICT

Meeting Date: 05/16/2017

Submitted For: Raul Sesin

Submitted By: Alvaro Chuc, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 Bond Series.

Approval to issue manual payment on the following Payment Applications for Construction Projects once audit procedures are complete:

A. Application for Payment No. 2 in the amount of \$6,056.00 from M-5 Texas Enterprises, LLC related to Construction Project No. HCDD1-14-028-10-28 Drain Control Structures-Montecristo Lateral. PO#626178. Project Engineer: Tedsi Infrastructure Group.

B. Application for Payment No. 3 in the amount of \$27,900.00 from M-5 Texas Enterprises, LLC related to Construction Project No. HCDD1-14-028-10-28 Drain Control Structure-Weslaco North Lateral. PO#626177. Project Engineer: Tedsi Infrastructure Group.

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BACKGROUND

Fiscal Impact

Attachments

Application 2

Application 3

Application 4

Form Review

Inbox

Reviewed By

Date

Final Approval

Monica Salinas

05/12/2017 05:17 PM

Form Started By: Alvaro Chuc

Started On: 05/12/2017 03:48 PM

Final Approval Date: 05/12/2017



APPLICATION FOR PAYMENT NO. 4

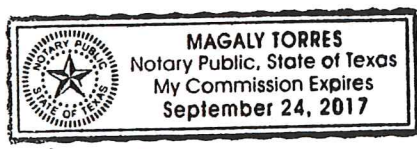
To: Hidalgo County Drainage District No. 1 (OWNER)
From: M-5 Texas Enterprises, LLC (CONTRACTOR)
Contract: 1-14-028-10-28
Project: Drain Control Structure Montecristo Lateral
Owner's Contract No. 1-14-028-10-28 Engineer's Project No. 1128-04A
For Work accomplished through the date of: 11/05/2016

Table with 2 columns: Description and Amount. Rows include: 1. Original Contract Price: \$170,866.00; 2. Net change by Change Order and Written Agreements(+or-): (\$99,173.00); 3. Current Contract Price (1 plus 2): \$71,693.00; 4. Total completed and stored to date: \$71,693.00; 5. Retainage (per Agreement): 10% of completed Work, Total Retainage: \$71,693.00; 6. Total completed and stored to date less retainage (4 minus 5): \$65,637.00; 7. Less previous Application for Payments: \$6,056.00; 8. AMOUNT DUE THIS APPLICATION (6 MINUS 7): \$6,056.00

Accompanying Documentation:

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

CONTRACTOR:
BY: M-5 Texas Enterprises, LLC [Signature]
State of Texas
County of Hidalgo
Subscribed and sworn to before me this 16th day of November 2016
Notary Public
My Commission expires: September 24, 2017



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

AMOUNT CERTIFIED \$6,056.00

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

ENGINEER:
By: _____ Date: _____
Project Engineer

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

BOARD:
Board Of Director's Meeting: _____
Ramon Garcia, Chairman of the Board



APPLICATION FOR PAYMENT NO. 3

To: Hidalgo County Drainage District No. 1 (OWNER)
From: M-5 Texas Enterprises, LLC (CONTRACTOR)
Contract: 1-14-028-10-28
Project: Drain Control Structure Weslaco North Lateral
Owner's Contract No. 1-14-028-10-28 Engineer's Project No. 1128-04B
For Work accomplished through the date of: 11/08/2016

Table with 2 columns: Description and Amount. Rows include: 1. Original Contract Price: \$213,150.00; 2. Net change by Change Order and Written Agreements(+or-): \$80,600.00; 3. Current Contract Price (1 plus 2): \$293,750.00; 4. Total completed and stored to date: \$293,750.00; 5. Retainage (per Agreement): 10% of completed Work: \$29,375.00; Total Retainage: \$264,375.00; 6. Total completed and stored to date less retainage (4 minus 5): \$236,475.00; 7. Less previous Application for Payments: \$27,900.00; 8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)

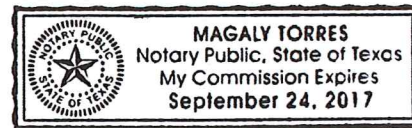
Accompanying Documentation:

CONTRACTOR'S CERTIFICATION:

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

CONTRACTOR:

By: M-5 Texas Enterprises, LLC [Signature]
State of Texas
County of Hidalgo
Subscribed and sworn to before me this 16th day of November 2016



Notary Public
My Commission expires: September 24, 2017 [Signature]

CERTIFICATE FOR PAYMENT:

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

AMOUNT CERTIFIED \$27,900.00

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

ENGINEER:

By: _____ Date: _____
Project Engineer

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

BOARD:

Board Of Director's Meeting: _____
Ramon Garcia, Chairman of the Board



APPLICATION FOR PAYMENT NO. 4 Retainage Release

To: Hidalgo County Drainage District No. 1 (OWNER)
From: M-5 Texas Enterprises, LLC (CONTRACTOR)
Contract: I-14-028-10-28
Project: Drain Control Structure Weslaco North Lateral
Owner's Contract No. I-14-028-10-28 Engineer's Project No. 1128-04B
For Work accomplished through the date of: 11/05/2016

Table with 2 columns: Description and Amount. Rows include: 1. Original Contract Price: \$213,150.00; 2. Net change by Change Order and Written Agreements(+or-): \$80,600.00; 3. Current Contract Price (1 plus 2): \$293,750.00; 4. Total completed and stored to date: \$293,750.00; 5. Retainage (per Agreement): 10% of completed Work, Total Retainage: \$293,750.00; 6. Total completed and stored to date less retainage (4 minus 5): \$264,375.00; 7. Less previous Application for Payments: \$29,375.00; 8. AMOUNT DUE THIS APPLICATION (6 MINUS 7): \$29,375.00 (marked with a star and 'Retainage').

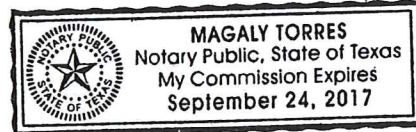
Accompanying Documentation:

CONTRACTOR'S CERTIFICATION:

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

CONTRACTOR:

By: M-5 Texas Enterprises, LLC [Signature]
State of Texas
County of Hidalgo
Subscribed and sworn to before me this 16th day of November 2016
Notary Public
My Commission expires: September 24, 2017



CERTIFICATE FOR PAYMENT:

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

AMOUNT CERTIFIED \$29,375.00

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

ENGINEER:

By: _____ Date: _____
Project Engineer

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

BOARD:

Board Of Director's Meeting: _____
Ramon Garcia, Chairman of the Board

AI -59817

10.

DRAINAGE DISTRICT

Meeting Date: 05/16/2017

Submitted For: Lora Briones

Submitted By: Lora Briones, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 Bond Series - Precinct #1 Rural Drainage Development

A. Approval of invoice # R-026649 in the amount of \$1,343.93 to Raba Kistner Consultants, Inc. for Construction Material Testing On Call Services related to Precincts #1 El Obispo Subdivision Drainage Improvements. P.O. 631641.

B. Approval of Invoice # 517112810 in the amount of \$4,350 to Urban Infrastructure Group, Inc. for Engineering Service pertaining to Precinct #1 Rural Drainage Development, Mile 13.5 and FM 1015 Drainage Improvements, P.O. 630635.

BACKGROUND

Fiscal Impact

Attachments

Raba - R026649

Urban - 0517112810

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Salinas	05/12/2017 05:17 PM
Form Started By: Lora Briones		Started On: 05/11/2017 03:11 PM
Final Approval Date: 05/12/2017		

RECEIVED

HIDALGO COUNTY
DRAINAGE DISTRICT

VISIT OUR WEBSITE AT:

www.rkci.com

INVOICE

INVOICE #: R026649

JAN 19 2017

CONSULTANTS * ENVIRONMENTAL * FACILITIES * INFRASTRUCTURE

3:50 AM (PM)

BY: *[Signature]*

BILLING DATE :
11/16/2016

PROJECT :
AMD1606900
El Obisbado Subdivision Street

CLIENT :
A11371 Hidalgo County Drainage District
#1



Jorge A. Gonzalez
Hidalgo County Drainage District #1 ✓
902 North Doolittle Road
Edinburg, TX 78542

REMITTANCE ADDRESS:
RABA KISTNER, INC.
P.O. BOX 971037
DALLAS, TX 75397-1037

PHONE (210) 699-9090

CONSULTING SERVICES

INVOICE SUMMARY INFORMATION

Improvements Project - N. Weslaco, Hidalgo County, Texas
Project Administration 10% - RKCI Proposal No. PMD16-085-00
RETMC

PO # 031641

FOR PROFESSIONAL SERVICES RENDERED THROUGH: 10/29/2016

SERVICE DATE	09/07/2016	502.00
SERVICE DATE	09/14/2016	557.00
SERVICE DATE	09/30/2016	162.75
SERVICE DATE	10/29/2016	122.18

AMOUNT DUE THIS INVOICE **

1,343.93

[Signature]
05/01/17

THIS IS AN INTERIM INVOICE UNLESS OTHERWISE NOTED

RK PROJECT MANAGER: JORGE L PEREZ

CLIENT PHONE: 956-292-7080

PROJECT ACCOUNTS RECEIVABLE SUMMARY

Amount Due This Invoice	\$ 1,343.93
Total of Previous Invoices - Currently Unpaid	0.00
Total Due And Payable	\$ 1,343.93

11-133-433-365-43340-010-012



URBAN INFRASTRUCTURE GROUP, INC.

May 1, 2017

Jaime Salazar, Operations Manager
Hidalgo County Drainage District No.1
902 N. Doolittle
Edinburg, Texas 78542

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

MAY 01 2017

4:50 AM (PM)
BY: [Signature]

RE: Invoice No. 0517112810

Project Name:	Pct. 1 – Mile 13 ½ and 1015 area Drainage Improvement Project Work Authorization No. 7
Project Number:	112810

Invoice Period:	February - April 2017
-----------------	-----------------------

This invoice is for engineering services pertaining to the Mile 13.5 and FM 1015 Drainage Improvement Project to prepare a HEC-RAS model and engineering report for Ditch 4E2, 4E2A, 4E3 and 4E4A under Work Authorization No. 7. Below shows the amount billed for this period. If you have any questions please don't hesitate to call me.

Professional Services	Complete This Month	Contract Amount	Amount This Month	Total
WA#7 PO 630635 (85% Complete)	25%	\$17,400.00	\$4,350.00	\$4,350.00

TOTAL AMOUNT DUE:	\$4,350.00
--------------------------	-------------------

I certify that the above information is true and correct.

Craig A. Gonzalez, P.E.
Principal

[Signature]
05/09/17

We appreciate the opportunity to serve you on this project.
God Bless.

AI -59815

11.

DRAINAGE DISTRICT

Meeting Date: 05/16/2017

Submitted For: Lora Briones

Submitted By: Lora Briones, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 Bond Series; Precinct #3 Rural Drainage Development

A. Approval of invoice # 11326277 in the amount of \$1,190 to L & G Engineers Inc. for Work Authorization #6A on the La Joya Watershed for work relating to Right of Way Acquisitions. P.O. 627201.

B. Approval of invoice #11326276 in the amount of \$1,000 to L & G Engineers Inc. for Work Authorization #5 on the La Joya Watershed Improvement Project, for work relating closing service fees. P.O. 625396.

BACKGROUND

Fiscal Impact

Attachments

LG - 11326277

LG - 11326276

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Salinas	05/12/2017 05:17 PM
Form Started By: Lora Briones		Started On: 05/11/2017 02:11 PM
Final Approval Date: 05/12/2017		

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956)565-9813 Fax (956)565-9018

INVOICE#: 11326277 ✓
INVOICE DATE: 4/30/2017

RECEIVED
 HIDALGO COUNTY
 DRAINAGE DISTRICT #1

MAY 01 2017

1:46 AM (PM)
 BY: *[Signature]*

JOB:130106
La Joya Watershed Imp
WA#6A P.O #627201

BILL TO:

Hidalgo County Drainage District#1
 902 N. Doolittle
 Edinburg, TX 78542

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of April 2017.						
FC 102 - Feasibility Studies						
10201-Preliminary Design Values	1,575.64	1,575.64		1,575.64	100.0	-
10202-Preliminary Route Location on Uncontrolld Mapping	1,575.64	1,575.64		1,575.64	100.0	-
10203-Uncontrolled Mapping	1,575.64	1,575.64		1,575.64	100.0	-
10204-Preliminary Hydrologic Map	1,575.64	1,575.64		1,575.64	100.0	-
10205-Preliminary ROW Requirements	1,575.64	1,575.64		1,575.64	100.0	-
10206-Preliminary Cost Estimates	1,575.64	1,575.64		1,575.64	100.0	-
10207-Preliminary Environmental Analysis	1,575.64	1,575.64		1,575.64	100.0	-
10208-Proj. Fact Sheet w/Est. Local Cost vs. Total Proj. Cost	1,575.64	1,575.64		1,575.64	100.0	-
10209-Meetings, Coord. & Support for Project Dvlpmnt	1,575.64	1,575.64		1,575.64	100.0	-
FC 110 - Route and Design Studies						
11004-Preliminary Cost Estimates	5,627.30	5,627.30		5,627.30	100.0	-
11005-Design Schematic	8,103.29	8,103.29		8,103.29	100.0	-
11006-Preliminary ROW Requirements	7,503.05	7,503.05		7,503.05	100.0	-
FC 130 - Right-of-Way Data						
13008-Coordination and Management of Right-of-Way Data	6,330.75	6,330.75		6,330.75	100.0	-
13020-ROW Map / SUB	11,200.00	11,200.00		11,200.00	100.0	-
FC 150 - Field Surveying						
15030-Horizontal and Vertical Ties	12,784.00	12,784.00		12,784.00	100.0	-
15040-Determine Changes in Topography	30,257.00	30,257.00		30,257.00	100.0	-
15060-Final Reports	3,364.00	3,364.00		3,364.00	100.0	-
15070-Project Management Oversight	1,246.00	1,246.00		1,246.00	100.0	-
FC 161 - Drainage						
16101-Hydrologic Map	7,228.00	7,228.00		7,228.00	100.0	-
16102-Hydraulic Drainage Study - Culverts	5,352.16	5,352.16		5,352.16	100.0	-
16103-Hydraulic Drainage Study - Channels	5,352.16	5,352.16		5,352.16	100.0	-
16104-Hydraulic Drianage Study - Irrigation Canals / Siphons	6,602.72	6,602.72		6,602.72	100.0	-
16105-Layout, Struc. Dsgn and Detail. Drainage Features-Culvert	6,602.72	6,602.72		6,602.72	100.0	-
16106-Layout, Struc. Dsgn and Detail. Drainage Features-Storm S	6,602.72	6,602.72		6,602.72	100.0	-
16107-Layout, Struc. Dsgn and Detail. Drainage Features-Outfall	6,602.72	6,602.72		6,602.72	100.0	-
16108-Layout, Struc. Dsgn and Detail. Drainage Features-Summary	6,602.72	6,602.72		6,602.72	100.0	-
16109-Layout, Struc. Dsgn and Detail. Drainage Features-Storm w	6,602.72	6,602.72		6,602.72	100.0	-
16111-Storm Water Pollution Prevention Plan (SW3P)	7,228.00	7,228.00		7,228.00	100.0	-

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956)565-9813 Fax (956)565-9018

INVOICE#: 11326277
INVOICE DATE: 4/30/2017

BILL TO:
Hidalgo County Drainage District#1
902 N. Doolittle
Edinburg, TX 78542

JOB:130106
La Joya Watershed Imp
WA#6A P.O #627201

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
FC 163 - Miscellaneous Roadway						
16306-Special Utility Details (Irrigation Lines)	4,301.76	4,301.76		4,301.76	100.0	-
16307-Miscellaneous Structures	4,301.76	4,301.76		4,301.76	100.0	-
16301-Foundation Studies	4,301.76	4,301.76		4,301.76	100.0	-
16302-Utility Agreements and Exhibits	4,301.76	4,301.76		4,301.76	100.0	-
16303-Railroad Sketches	4,301.76	4,301.76		4,301.76	100.0	-
16304-Traffic Signal Agreement Sketches	4,301.76	4,301.76		4,301.76	100.0	-
16305-Estimate	4,301.76	4,301.76		4,301.76	100.0	-
16308-Specifications and General Notes	4,301.76	4,301.76		4,301.76	100.0	-
FC 600 - Right-of-Way Acquisition Services						
60000-ROW Acquisition Administration	23,800.00	20,230.00	1,190.00	21,420.00	90.0	2,380.00
60001-Title Services Fees	2,400.00	2,400.00		2,400.00	100.0	-
60002-Appraisal Services Fees	3,000.00	0.00		0.00	0.0	3,000.00
60003-Appraisal Services Review Fees	1,400.00	0.00		0.00	0.0	1,400.00
60004-Parcel Negotiations	14,000.00	0.00		0.00	0.0	14,000.00
60005-Closing Services Fees	800.00	0.00		0.00	0.0	800.00
60030-Appraisal Services Fees / SUB	8,000.00	0.00		0.00	0.0	8,000.00
60040-Appraisal Review Fees / SUB	1,800.00	0.00		0.00	0.0	1,800.00
Compensable Utilities						
60101-Preliminary Design Consultations	5,877.20	5,877.20		5,877.20	100.0	-
60102-Field Observations and Verifications	5,877.20	5,877.20		5,877.20	100.0	-
60103-Exchange of Information with Utility Providers	14,630.48	14,630.48		14,630.48	100.0	-
60104-Confirmation of Property Interests	14,630.48	13,167.45		13,167.45	90.0	1,463.03
60105-Develop and execute release of Easements	14,630.48	0.00		0.00	0.0	14,630.48
60106-Coordination and Development of Joint Use Agreements	6,552.44	6,552.44		6,552.44	100.0	-
60107-Utility meetings throughout project development	5,314.50	5,314.50		5,314.50	100.0	-
TOTALS:	322,499.65	273,836.14	1,190.00	275,026.14	85.3	47,473.51

ORIGINAL CONTRACT SUM \$ 322,499.65
CHANGE BY CHANGE ORDER \$ 0.00
CONTRACT SUM TO DATE \$ 322,499.65
TOTAL COMPLETED TO DATE \$ 275,026.14
LESS PREVIOUS INVOICES \$ 273,836.14
CURRENT PAYMENT DUE \$ 1,190.00

PROJECT MANAGER'S SIGNATURE



Handwritten initials and date: JMS 05/10/17

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956)565-9813 Fax (956)565-9018

INVOICE#: 11326276
INVOICE DATE: 4/30/2017

RECEIVED
 HIDALGO COUNTY
 DRAINAGE DISTRICT #1

BILL TO:

Hidalgo County Drainage District#1
 902 N. Doolittle
 Edinburg, TX 78542

JOB:130105

La Joya Watershed Imp
 WA#5
 PO #625396

MAY 01 2017
 1:46 AM / PM
 BY: *MJP*

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of April 2017.						
16101 - Task 1-Drainage area maps - existing conditions/propose	6,827.76	6,827.76		6,827.76	100.0	-
16102 - Task 2-Hydrologic data/discharge determination	4,426.80	4,426.80		4,426.80	100.0	-
16103 - Task 3-Design Wier of Siphon to circumvent existing HP (17,894.72	16,999.98		16,999.98	95.0	894.74
16104 - Task 4-Culverts Layouts	6,527.64	6,527.64		6,527.64	100.0	-
16105 - Task 5-Determine Impact - Proposed Drainage Plan	3,301.36	3,301.36		3,301.36	100.0	-
16106 - Task 6-Determine and Identify the utility adjustments for th	12,529.92	12,529.92		12,529.92	100.0	-
16107 - Task 7-Summary of Quantities	3,901.60	3,901.60		3,901.60	100.0	-
16108 - Task 8-Specifications, General Notes and Standards for i	9,341.40	9,341.40		9,341.40	100.0	-
61001 - Task 9-Preliminary Design Consultations	7,502.80	7,502.80		7,502.80	100.0	-
61002 - Task 10-Field Observations and Verifications	9,628.60	9,628.60		9,628.60	100.0	-
61003 - Task 11-Exchange of Information with Utility Providers	15,005.60	15,005.60		15,005.60	100.0	-
61004 - Task 12-Confirmation of Property Interests	15,005.60	15,005.60		15,005.60	100.0	-
61005 - Task 13-Develop and execute release of Easements	20,638.97			0.00	0.0	20,638.97
61006 - Task 14-Coordination and Development of Joint Use Agre	10,754.00			0.00	0.0	10,754.00
61007 - Task 15-Utility meetings throughout project development	8,503.20	8,503.20		8,503.20	100.0	-
60000 - ROW Acquisition Administration	35,700.00	33,807.90		33,807.90	94.7	1,892.10
60001 - Title Services	3,600.00	3,600.00		3,600.00	100.0	-
60002 - Appraisal Services	3,000.00	3,000.00		3,000.00	100.0	-
60030-Appraisal Services / SUB	13,500.00	13,500.00		13,500.00	100.0	-
60003 - Appraisal Review	2,100.00	2,100.00		2,100.00	100.0	-
60040 - Appraisal Review / SUB	2,700.00	2,700.00		2,700.00	100.0	-
60004 - Parcel Negotiations	21,000.00	16,800.00		16,800.00	80.0	4,200.00
60005 - Closing Service Fees	1,200.00		1,000.00	1,000.00	83.3	200.00
TOTALS:	<u>234,589.97</u>	<u>195,010.16</u>	<u>1,000.00</u>	<u>196,010.16</u>	<u>83.6</u>	<u>38,579.81</u>

ORIGINAL CONTRACT SUM \$ 234,589.97
 CHANGE BY CHANGE ORDER \$ 0.00
 CONTRACT SUM TO DATE \$ 234,589.97
 TOTAL COMPLETED TO DATE \$ 196,010.16
 LESS PREVIOUS INVOICES \$ 195,010.16

PROJECT MANAGER'S SIGNATURE

ag

CURRENT PAYMENT DUE \$ 1,000.00

ANS
05/02/17

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956)565-9813 Fax (956)565-9018

INVOICE#: 11326276
INVOICE DATE: 4/30/2017

RECEIVED
 HIDALGO COUNTY
 DRAINAGE DISTRICT #1

BILL TO:

Hidalgo County Drainage District#1
 902 N. Doolittle
 Edinburg, TX 78542

JOB:130105

La Joya Watershed Imp
 WA#5
 PO #625396

MAY 01 2017
 1:46 AM (PM)
 BY: MJP

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of April 2017.						
16101 - Task 1-Drainage area maps - existing conditions/propose	6,827.76	6,827.76		6,827.76	100.0	-
16102 - Task 2-Hydrologic data/discharge determination	4,426.80	4,426.80		4,426.80	100.0	-
16103 - Task 3-Design Wier of Siphon to circumvent existing HP (17,894.72	16,999.98		16,999.98	95.0	894.74
16104 - Task 4-Culverts Layouts	6,527.64	6,527.64		6,527.64	100.0	-
16105 - Task 5-Determine Impact - Proposed Drainage Plan	3,301.36	3,301.36		3,301.36	100.0	-
16106 - Task 6-Determine and Identify the utility adjustments for th	12,529.92	12,529.92		12,529.92	100.0	-
16107 - Task 7-Summary of Quantities	3,901.60	3,901.60		3,901.60	100.0	-
16108 - Task 8-Specifications, General Notes and Standards for i	9,341.40	9,341.40		9,341.40	100.0	-
61001 - Task 9-Preliminary Design Consultations	7,502.80	7,502.80		7,502.80	100.0	-
61002 - Task 10-Field Observations and Verifications	9,628.60	9,628.60		9,628.60	100.0	-
61003 - Task 11-Exchange of Information with Utility Providers	15,005.60	15,005.60		15,005.60	100.0	-
61004 - Task 12-Confirmation of Property Interests	15,005.60	15,005.60		15,005.60	100.0	-
61005 - Task 13-Develop and execute release of Easements	20,638.97			0.00	0.0	20,638.97
61006 - Task 14-Coordination and Development of Joint Use Agre	10,754.00			0.00	0.0	10,754.00
61007 - Task 15-Utility meetings throughout project development	8,503.20	8,503.20		8,503.20	100.0	-
60000 - ROW Acquisition Administration	35,700.00	33,807.90		33,807.90	94.7	1,892.10
60001 - Title Services	3,600.00	3,600.00		3,600.00	100.0	-
60002 - Appraisal Services	3,000.00	3,000.00		3,000.00	100.0	-
60030-Appraisal Services / SUB	13,500.00	13,500.00		13,500.00	100.0	-
60003 - Appraisal Review	2,100.00	2,100.00		2,100.00	100.0	-
60040 - Appraisal Review / SUB	2,700.00	2,700.00		2,700.00	100.0	-
60004 - Parcel Negotiations	21,000.00	16,800.00		16,800.00	80.0	4,200.00
60005 - Closing Service Fees	1,200.00		1,000.00	1,000.00	83.3	200.00
TOTALS:	<u>234,589.97</u>	<u>195,010.16</u>	<u>1,000.00</u>	<u>196,010.16</u>	<u>83.6</u>	<u>38,579.81</u>

ORIGINAL CONTRACT SUM \$ 234,589.97
 CHANGE BY CHANGE ORDER \$ 0.00
 CONTRACT SUM TO DATE \$ 234,589.97
 TOTAL COMPLETED TO DATE \$ 196,010.16
 LESS PREVIOUS INVOICES \$ 195,010.16

PROJECT MANAGER'S SIGNATURE

CURRENT PAYMENT DUE \$ 1,000.00

ag

AS
05/09/17

AI -59776

12.

DRAINAGE DISTRICT

Meeting Date: 05/16/2017

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A. Requesting approval of closing documents for Parcel 45 as it relates to the J-09 Ditch Project and authority of the Chairman of the Board to execute documents subject to final legal review.

B. Pursuant to the Boards approval of Agenda Item No. 59776 (A), requesting approval to issue manual payment in the amount of \$97,354.00 to Valley Land Title Co. Order File No. 144811 Parcel 45.

BACKGROUND

Fiscal Impact

Attachments

J09 PARCEL 45

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Salinas	05/12/2017 05:17 PM
Form Started By: Jaime Salazar		Started On: 05/09/2017 05:29 PM
Final Approval Date: 05/12/2017		

A. Settlement Statement

B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv Unins	6. File Number 144811	7. Loan Number	8. Mortgage Ins Case Number
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv Ins.	6. <input type="checkbox"/> Seller Finance			

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower Hidalgo County Drainage District No. 1 902 N. Doolittle Road Edinburg, TX 78539	E. Name & Address of Seller South Texas Fields, Ltd 5521 N. McColl Road McAllen, TX 78504	F. Name & Address of Lender
---	---	--

G. Property Location Retama Acres Subdivision, Lot 19, Block B, 0.554 ac o/o 10.14 ac, Hidalgo County Parcel #45 , TX	H. Settlement Agent Name Valley Land Title Co. 6013 N. 10th Street McAllen, TX 78504 Tax ID: 20-4064406	I. Settlement Date 5/9/2017 Fund:
	Place of Settlement Valley Land Title Company 217 W. Cano Edinburg, TX 78539	

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due from Borrower		400. Gross Amount Due to Seller	
101. Contract Sales Price	\$95,901.00	401. Contract Sales Price	\$95,901.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower	\$1,453.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City property taxes		406. City property taxes	
107. County property taxes		407. County property taxes	
108. Annual assessments		408. Annual assessments	
109. School property taxes		409. School property taxes	
110. Water District Taxes		410. Water District Taxes	
111. HOA Dues		411. HOA Dues	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
120. Gross Amount Due From Borrower	\$97,354.00	420. Gross Amount Due to Seller	\$95,901.00
200. Amounts Paid By Or in Behalf Of Borrower		500. Reductions in Amount Due to Seller	
201. Deposit or earnest money		501. Excess Deposit	
202. Principal amount of new loan(s)		502. Settlement Charges to Seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing Loan(s) Taken Subject to	
204. Loan Amount 2nd Lien		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City property taxes		510. City property taxes	
211. County property taxes		511. County property taxes	
212. Annual assessments		512. Annual assessments	
213. School property taxes		513. School property taxes	
214. Water District Taxes		514. Water District Taxes	
215. HOA Dues		515. HOA Dues	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	\$0.00	520. Total Reduction Amount Due Seller	\$0.00
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross Amount due from borrower (line 120)	\$97,354.00	601. Gross Amount due to seller (line 420)	\$95,901.00
302. Less amounts paid by/for borrower (line 220)	\$0.00	602. Less reductions in amt. due seller (line 520)	\$0.00
303. Cash From Borrower	\$97,354.00	603. Cash To Seller	\$95,901.00

L. Settlement Charges

			Paid From	Paid From
			Borrower's	Seller's
			Funds at	Funds at
			Settlement	Settlement
700. Total Sales/Broker's Commission based on price	\$95,901.00	@ % = \$0.00		
Division of Commission (line 700) as follows:				
701.	to			
702.	to			
703. Commission Paid at Settlement			\$0.00	\$0.00
704. The following persons, firms or	to			
705. corporation s received a portion	to			
706. of the real estate commission amount	to			
707. shown above:	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	to			
807. Assumption Fee	to			
900. Items Required by Lender To Be Paid in Advance				
901. Interest from 5/9/2017 to 6/1/2017 @ \$0/day				
902. Mortgage Insurance Premium for months	to			
903. Hazard Insurance Premium for years	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. School property taxes	months @	per month		
1007. Water District taxes	months @	per month		
1008. HOA Dues	months @	per month		
1011. Aggregate Adjustment				
1100. Title Charges				
1101. Settlement or closing fee	to			
1102. Abstract or title search	to			
1103. Title examination	to			
1104. Title insurance binder	to			
1105. Document preparation	to Law Office of Richard A. Cantu, P.C.		\$200.00	
1106. Notary fees	to			
1107. Attorney's fees	to			
(includes above items numbers:)				
1108. Title insurance	to Valley Land Title Company		\$847.00	
(includes above items numbers:)				
1109. Lender's coverage	\$0.00/\$0.00			
1110. Owner's coverage	\$95,901.00/\$847.00			
1111. Escrow fee	to Valley Land Title Company		\$300.00	
1112. State Guaranty Fee	to Valley Land Title Company-Guaranty Fee Escrow Account		\$3.00	
1113. Tax Service Fee	to Hidalgo County Property Tax Service		\$55.00	
1200. Government Recording and Transfer Charges				
1201. Recording Fees	Deed \$48.00 ; Mortgage ; Rel	to Valley Land Title Company	\$48.00	
1202. City/county tax/stamps	Deed ; Mortgage	to		
1203. State tax/stamps	Deed ; Mortgage	to		
1204.	to			
1300. Additional Settlement Charges				
1301. Survey	to			
1302. Pest Inspection	to			
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			\$1,453.00	

SOLICITATION

You are required by law to provide VALLEY LAND TITLE CO. with your correct taxpayer identification number. If you do not provide VALLEY LAND TITLE CO. with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

SUBSTITUTE FORM 1099 SELLER STATEMENT

The information contained in blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, on lines 403 and 404) 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 will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTIONS

If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, Form 6252 and/or Schedule D (Form 1040).

Seller understands the closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guaranty the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this Statement. Seller understands that tax and insurance prorations and reserves were based on figures for the preceding year or supplied by others, or estimates for current year, and in the event of any change for current year, all necessary adjustments must be made between Purchaser and Seller direct. The undersigned hereby authorizes VALLEY LAND TITLE CO. to make expenditures and disbursements as shown above and approves same for payment. The undersigned also acknowledges receipt of Loan funds, if applicable, in the amount shown above and receipt of a copy of this Statement.

*Note: Interest on existing liens is figured to the date indicated. If not paid by then, additional interest will have to be collected and your statement will be adjusted to have sufficient funds to secure release from the lien holder.

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 completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

Hidalgo County Drainage District No. 1

By: _____
Ramon Garcia, Chairman of the Board

SOUTH TEXAS FIELDS, LTD.,
a Texas Limited Partnership

BY: PREFERENCE, INC.,
a Texas Corporation, General Partner

SETTLEMENT AGENT CERTIFICATION

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

By: _____
Alonzo Cantu, President

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.

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.

Parcel #45

RIGHT OF WAY DEED

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF HIDALGO §

That, **SOUTH TEXAS FIELDS, LTD.**, a Texas limited partnership, 5221 N. McColl, McAllen, Hidalgo County, Texas 78504, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of **NINETY-FIVE THOUSAND NINE HUNDRED ONE AND NO/100 DOLLARS (\$95,901.00)** and other good and valuable consideration to Grantor in hand paid by the **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**, 920 N. Doolittle Road, Edinburg, Hidalgo County, Texas 78539, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Sell and Convey unto the **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**, all that certain tracts or parcels of land in Hidalgo County, Texas, being as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES

SUBJECT TO THE FOLLOWING:

1. Statutory easements, rules, regulations and rights in favor of Santa Cruz Irrigations District No. 15.
2. Roads, easements and reservations as may appear on the map and dedication of Retama Acres Subdivision, recorded in Volume 9, Page 46, Map Records of Hidalgo County, Texas.
3. Subject to any portion of subject property herein lying within canal right of way.
4. Right of Way easement in favor of Rio Grande Valley Gas Company as shown by instrument dated February 16, 1943, recorded in Volume 505, Page 336, Deed Records of Hidalgo County, Texas.
5. Dedication of Plat as shown by instrument dated December 1, 1948, recorded in Volume 652, Page 489, Deed Records of Hidalgo County, Texas.
6. Right of Way easement in favor of Trunkline Gas Company as shown by instrument dated January 26, 1951, recorded in Volume 712, Page 341, Deed Records of Hidalgo County, Texas.
7. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, in favor of Steve Gose, dated June 5, 1979, recorded in Volume 383, Page 931, dated October 23, 1979, recorded in Volume 386, Page 920, dated January 2, 1980, recorded in Volume 389, Pages 639, 643, 646, 649, 652, 656, 659, 662, 665, and 668; dated January 2, 1980, recorded in Volume 390, Page 894 and dated March 10, 1980, recorded in Volume 391, Page 451, Oil and Gas Records of Hidalgo County, Texas.
8. Mineral and/or royalty reservation contained in instruments dated December 1, 1948, recorded in Volume 649, Page 174, dated December 4, 1948, recorded in Volume 646, Page 475, dated September 10, 1953, recorded in Volume 792, Page 297, Deed Records and dated May 23, 1955, recorded in Volume 172, Page 186, Oil and Gas Records, and dated September 4, 1991, recorded in Volume 3128, Page 861 and correction dated September 4, 1991, recorded in Volume 3137, Page 48, Official Records of Hidalgo County, Texas.

- 9. Any claim or allegation that the land, described in Exhibit "A", was or is to be conveyed in violation of state statutes or any county or municipal ordinances requiring the platting of the land or affecting subdivisions, or any loss of the use of the land by reason thereof.
- 10. Visible and apparent easements on or across the property herein described.
- 11. Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.
- 12. Standby fees, taxes and assessments by any taxing authority for the year 2017, and subsequent years.

SAVE AND EXCEPT:

Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waive 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 to take and use all other minerals and materials thereon, therein and thereunder.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the Hidalgo County Drainage District No. 1 and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the Hidalgo County Drainage District No. 1 and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2017.

SOUTH TEXAS FIELDS, LTD.,
 a Texas limited partnership
 By: PREFERENCE, INC., a Texas corporation
 Its: General Partner

By: _____
 ALONZO CANTU
 Its: President

STATE OF TEXAS)
)
 COUNTY OF HIDALGO)

Before me, the undersigned authority, on this day personally appeared ALONZO CANTU, proved to me through _____ to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that ALONZO CANTU executed the same as President of PREFERENCE, INC., a Texas corporation, as General Partner of SOUTH TEXAS FIELDS, LTD., a Texas limited partnership, for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____ day of _____, 2017.

 Notary Public, State of Texas
 My commission expires: _____
 Notary Public ID: _____

PREPARED IN THE OFFICE OF:
 LAW OFFICE OF RICHARD A. CANTU, P.C.
 6013 N. 10th Street
 McAllen, Texas 78504
 Tel: (956) 687-7763
 Email: CantuR@valleylandtitleco.com
 File/GF No.: 8878-17/144811vltc

AFTER RECORDING RETURN TO:
 HIDALGO COUNTY DRAINAGE
 DISTRICT NO. 1
 920 N. Doolittle Road
 Edinburg, Texas 78539

COUNTY: HIDALGO

HIGHWAY: J-09 OUTFALL

PROJECT LIMITS: NORTH MAIN DRAIN TO COUNTY ROAD 3601

GRANTOR: SOUTH TEXAS FIELDS, LTD A LIMITED PARTNERSHIP

FIELD NOTES FOR PARCEL - 45

Being a 0.554 (24,138.15 square feet) acre tract of land, more or less, out of a 10.14-acre tract of land out of Lot 19, Block "B" Retama Acres Subdivision, Hidalgo County, Texas, as recorded in Vol. 9, Pg. 46, Map Records, Map Records, Hidalgo County, Texas. Said 10.14-acre tract of land is vested to South Texas Fields, LTD a limited partnership by virtue of a Warranty Deed with Vendor's Lien dated November 05, 1996, recorded under Document No. 561642, Official Records, Hidalgo County, Texas. Said 0.554 (24,138.15 square feet) acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at the northwest corner of said Lot 19, Block "B" Retama Acres Subdivision, Hidalgo County, Texas, as recorded in Vol. 9, Pg. 46, Map Records, with grid coordinates of X= 1082628.6867 and Y= 16656962.7044, **THENCE**, S 81° 31' 00" E, with the north line of said Lot 19, a distance of 20.00 feet, to a 1/2" rebar with an orange plastic cap marked "TEDSI" set on the east Right-of-Way line of an unnamed County Rd for the Northwest corner and the **POINT OF BEGINNING**. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, S 81° 31' 00" E, with the north line of said Lot 19, a distance of 150.00 feet to a 1/2" rebar with an orange plastic cap marked "TEDSI" set for the northeast corner of said tract herein described;

THENCE, S 08° 53' 00" W, parallel to the west line of said Lot 19, a distance of 130.00 feet to a 1/2" rebar with an orange plastic cap marked "TEDSI" set for an external corner of said tract herein described;

THENCE, S 53° 41' 00" W, a distance of 49.67 feet to a 1/2" rebar with an orange plastic cap marked "TEDSI" set for the southeast corner of said tract herein described;

THENCE, N 81° 00' 31" W, parallel to the north line of said Lot 19, a distance of 115.00 feet to a 1/2" rebar with an orange plastic cap marked "TEDSI" set on the east Right-of-Way line of unnamed County Rd for the southwest corner of said tract herein described;

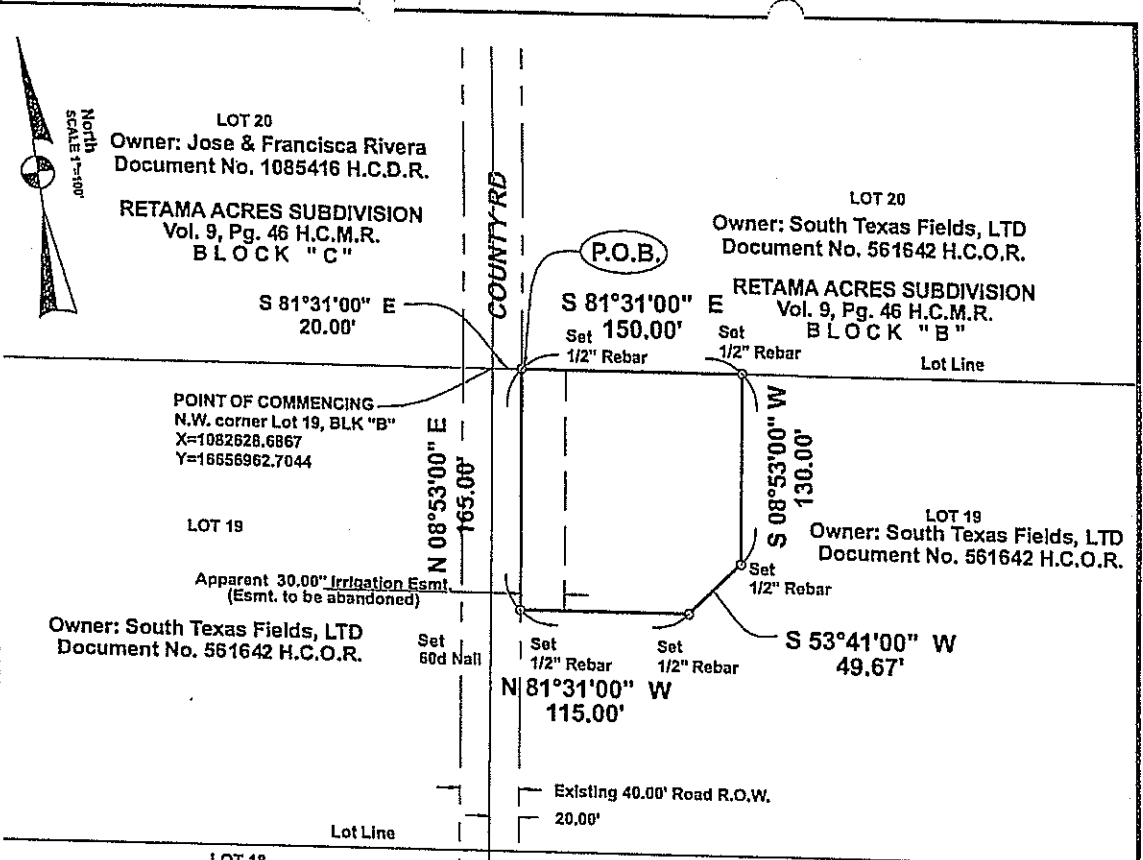
THENCE, N 08° 53' 00" E, with the east Right-of-Way line of unnamed County Rd, a distance of 165.00 feet to the **POINT OF BEGINNING** and containing 0.554 (24,138.15 square feet) acres of land, more or less.

A plat of same date accompanies this Field Note Description



Mark W. Lupher
Mark W. Lupher - R.P.L.S. # 4637

Date: 10.28.13



**SURVEY PLAT
OF PARCEL 45
BEING A 0.554-ACRE TRACT OF LAND
OUT OF LOT 19, BLOCK "B"
RETAMA ACRES SUBDIVISION
HIDALGO COUNTY, TEXAS,
VOLUME 9, PAGE 46, H.C.M.R.**

Parcel 45

Total Acreage: 10.14 ac.
To be Acquired: 0.554 ac.
Exist. Road R.O.W.: NONE
Exist. Irr. Esmt.: 0.114 ac. (to be abandoned)
Proposed Net Taking: 0.554 ac.
Remainder: 9.586 ac.

Document:

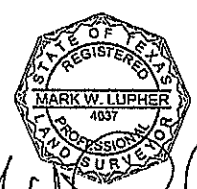
OWNER: South Texas Fields, LTD by virtue of a Warranty deed with Vendor's Lien, dated November 05, 1996, as recorded in the Office of the County Clerk, Hidalgo County, Texas, Document No. 561642, Official Records, Hidalgo County, Texas.

DESCRIPTION: A tract of land out of Lot 19, Block "B", Retama Acres Subdivision, Hidalgo County, Texas, according to the map thereof recorded in Volume 9, Page 46, Map Records, Hidalgo County, Texas.

- Notes:**
1. Set indicates (1/2 inch Iron Rod) No. 4 rebar with a plastic cap marked "TEDSI".
 2. Survey line locations are approximate and based on best available evidence.
 3. A field note description of same date accompanies this plat.

The undersigned hereby certifies that this survey was made on the ground, and that the only improvements are as shown, and that there are no visible encroachments, visible overlapping, visible easements or apparent conflicts except as shown hereon.

This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors.



Mark W. Lupher
MARK W. LUPHER - R.P.L.S. #4037

DATE: 10.28.13

LAW OFFICE OF RICHARD A. CANTU, P.C.
A Professional Corporation
6013 N. 10th Street, McAllen, Texas 78504
Telephone (956) 687-7763

May 9, 2017

RE: DOCUMENT PREPARATION
Buyer: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
Real Property: SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN
FOR ALL PURPOSES

**DISCLOSURE AGREEMENT REGARDING LEGAL FEES AND LEGAL
REPRESENTATION FOR DRAFTING CLOSING DOCUMENTATION**

RE: GF No. 144811/ File No.: 8878-17

1. Legal Counsel. Documents for this closing have been prepared, at the request of the Valley Land Title Co. ("Title Company"), by Law Office of Richard A. Cantu, P.C. ("Attorney"). The undersigned acknowledges that the Attorney has acted only in the limited capacity as counsel to prepare these documents, and has not, in any manner, undertaken to assist or render legal advice to the undersigned with respect to any loan, the property, or with respect to any of the documents being executed in connection with the closing. The undersigned further acknowledges that the undersigned may retain legal counsel for advice regarding the transaction, or to review and render advice concerning any of the documents being executed in connection with the closing.
2. Responsibility for Payment of Fees and Costs. The undersigned hereby acknowledge that the undersigned's obligation to pay the legal fees and all permissible out-of-pocket expenses incurred in connection with the preparation of the documents by making, at the closing, a payment in the amount set forth in the invoice for legal services described below, directly to either the Attorney or the Title Company closing the transaction, for the account of the Attorney.
3. Description of Legal Services Performed and Amount of Fee. The nature and extent of the legal services performed in connection with this transaction are itemized in the invoice for legal services submitted to the Title Company, a copy of which is attached hereto and incorporated herein by reference for all purposes. The fee for these legal services through the date of the invoice is set forth on the invoice.
4. Basis for Fee. The fee is intended to provide fair compensation for legal services rendered, taking into consideration the time and labor required, the complexities of the questions involved and the skill required to perform such services. Other considerations include the expertise of the Attorney in the complexities of the real estate practice, imposed document preparation deadlines, the necessary overhead associated with the rendering of services, and the assumption of risk by the Attorney in the rendering of these services.

The undersigned hereby acknowledges receiving and reading a copy of this statement, and by signature affirms the accuracy of the statements herein contained.

Dated: ____ day of _____, 2017.

BUYER:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

By: _____

RAMON GARCIA

Its: Chairman of the Board

Title Company: Please return this original signed and dated instrument to:

Law Office of Richard A. Cantu, P.C.

6013 N. 10th Street

McAllen, Texas 78504

COUNTY: HIDALGO

HIGHWAY: J-09 OUTFALL

PROJECT LIMITS: NORTH MAIN DRAIN TO COUNTY ROAD 3601

GRANTOR: SOUTH TEXAS FIELDS, LTD A LIMITED PARTNERSHIP

FIELD NOTES FOR PARCEL - 45

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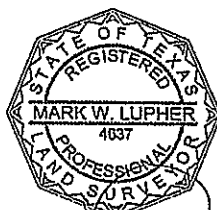
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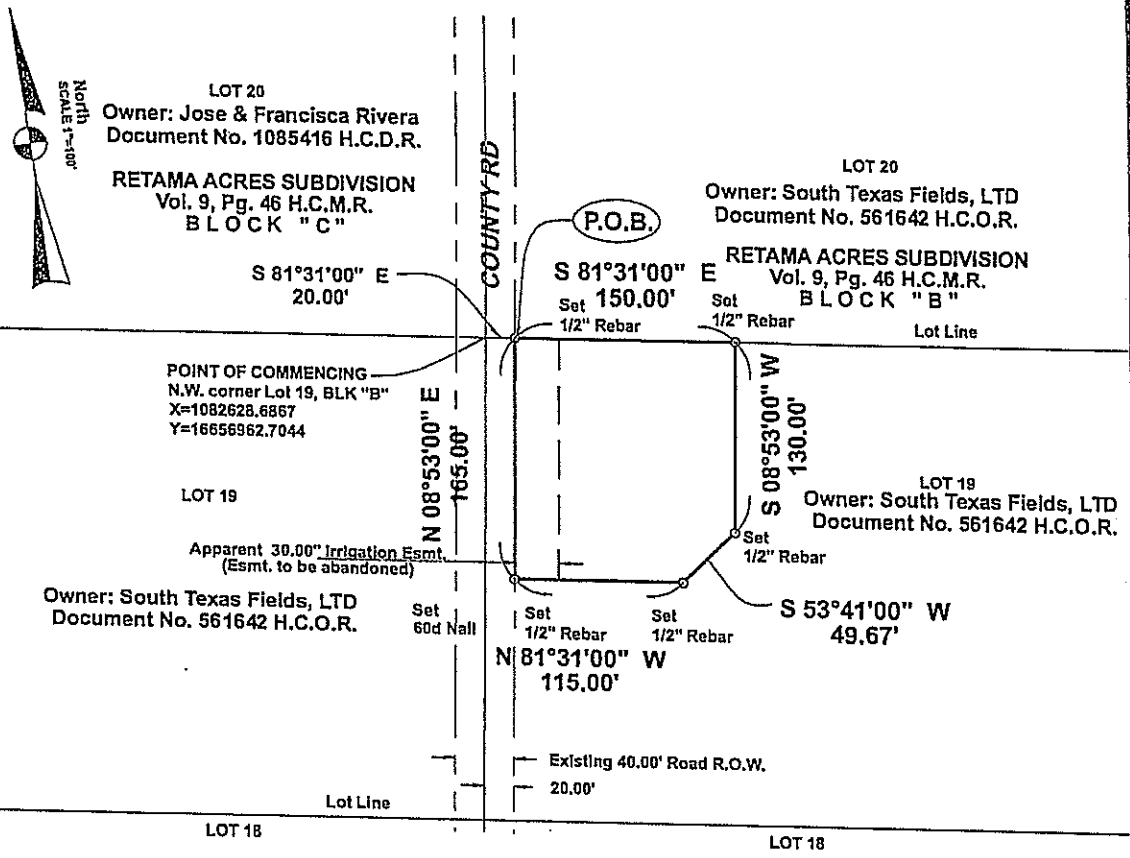
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A plat of same date accompanies this Field Note Description



Mark W. Lupher
Mark W. Lupher - R.P.L.S. # 4637

Date: 10.28.13



**SURVEY PLAT
OF PARCEL 45
BEING A 0.554-ACRE TRACT OF LAND
OUT OF LOT 19, BLOCK "B"
RETAMA ACRES SUBDIVISION
HIDALGO COUNTY, TEXAS,
VOLUME 9, PAGE 46, H.C.M.R.**

Parcel 45

Total Acreage: 10.14 ac.
To be Acquired: 0.554 ac.
Exist. Road R.O.W.: NONE
Exist. Irr. Esmt.: 0.114 ac. (to be abandoned)
Proposed Nat Taking: 0.554 ac.
Remainder: 9.586 ac.

Document:

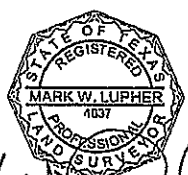
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 3. A field note description of same data accompanies this plat.

The undersigned hereby certifies that this survey was made on the ground, and that the only improvements are as shown, and that there are no visible encroachments, visible overlapping, visible easements or apparent conflicts except as shown hereon.

This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors.



Mark W. Lupper
MARK W. LUPPER - R.P.L.S.# 4037

DATE: 10.28.13

NO PRORATION AGREEMENT

WHEREAS, South Texas Fields, Ltd., a Texas Limited Partnership, hereinafter referred to as SELLER has this day sold to Hidalgo County Drainage District No. 1, hereinafter referred to as PURCHASER, the following described property, to-wit:

SEE EXHIBIT "A"

SELLER and PURCHASER acknowledge that taxes will not be prorated through the date of closing and PURCHASER shall be fully and solely responsible for taxes for the year 2017 and all subsequent years and subsequent assessments for prior years due to change in land usage or ownership.

EXECUTED this _____ day of MAY, 2017.

SELLER:

SOUTH TEXAS FIELDS, LTD., a Texas Limited Partnership

By: PREFERENCE, INC., a Texas Corporation, General Partner

By: _____
Alonzo Cantu, President

BUYER

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

By: _____
Ramon Garcia, Chairman of the Board

COUNTY: HIDALGO

HIGHWAY: J-09 OUTFALL

PROJECT LIMITS: NORTH MAIN DRAIN TO COUNTY ROAD 3601

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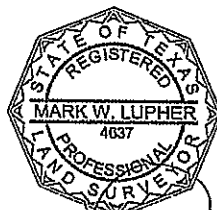
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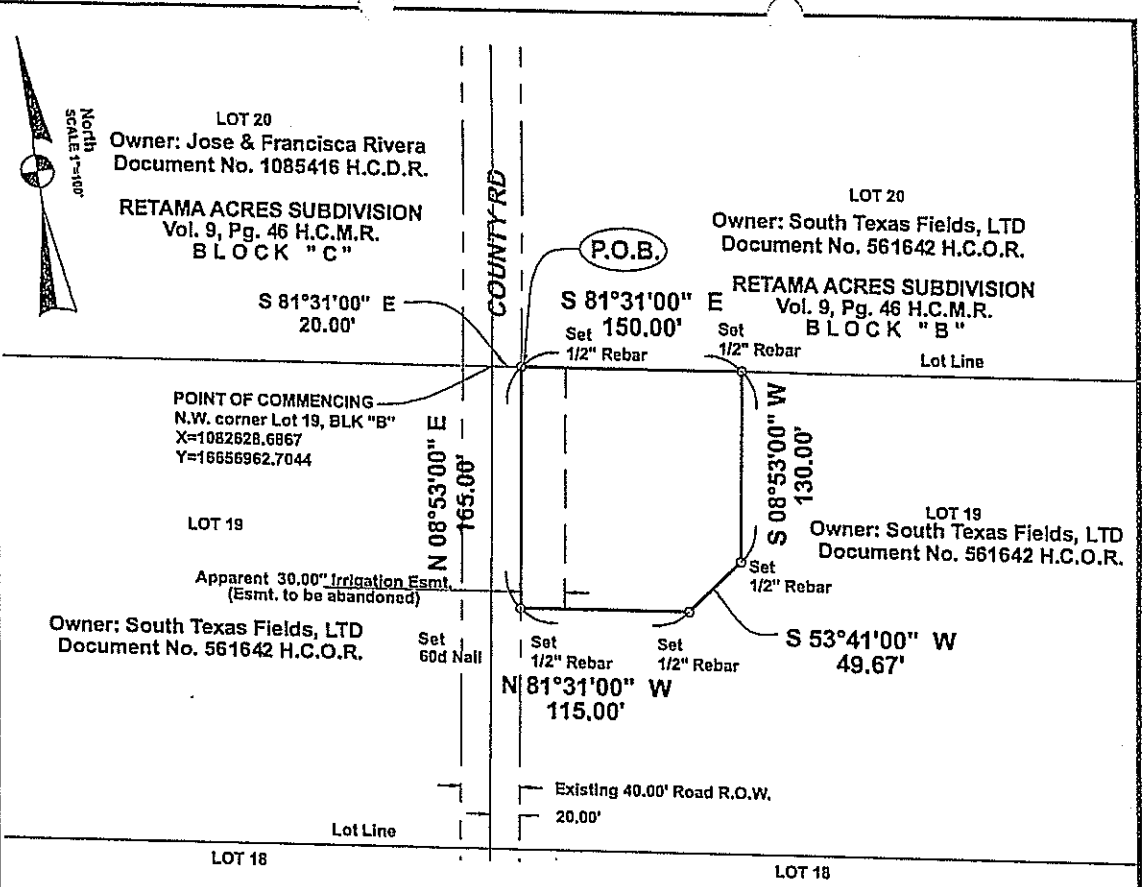
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Mark W. Lupher
Mark W. Lupher - R.P.L.S. # 4637

Date: 10.28.13



**SURVEY PLAT
OF PARCEL 45
BEING A 0.554-ACRE TRACT OF LAND
OUT OF LOT 19, BLOCK "B"
RETAMA ACRES SUBDIVISION
HIDALGO COUNTY, TEXAS,
VOLUME 9, PAGE 46, H.C.M.R.**

Parcel 45

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Exlst. Irr. Esmt.: 0.114 ac. (to be abandoned)
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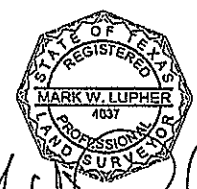
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Mark W. Lupher
MARK W. LUPHER - R.P.L.S.# 4037

DATE: 10.28.13

TEDSI INFRASTRUCTURE GROUP

TEDSI
 Consulting Engineers
 1201 E. Expressway 83
 Marlin, Texas 76572
 (817) 414-7193

VALLEY LAND TITLE COMPANY, LTD.

612 W. Nolana Ave. Suite 570

McALLEN, TEXAS 78504

(956) 687-7763

FAX (956) 217-3190

ACCEPTANCE OF TITLE POLICY EXCEPTIONS

GF NO. 144811

Gentlemen:

We agree that the Owner's Title Policy you are to issue covering:

Being a 0.554 (24, 138.15 square feet) acre tract of land, more or less, out of a 10.14 acre tract of land out of Lot 19, Block "B" RETAMA ACRES SUBDIVISION, Hidalgo County, Texas, as recorded in Vol. 9, Pg. 46, Map Records, Map Records, Hidalgo County, Texas. Said 10.14-acre tract of land is vested to South Texas Fields, LTD a limited partnership by virtue of a Warranty Deed with Vendor's Lien dated November 05, 1996, recorded under Document No. 561642, Official Records, Hidalgo County, Texas. Said 0.554 (24,138.15 square feet) acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at the northwest corner of said Lot 19, Block "B" Retama Acres Subdivision, Hidalgo County, Texas, as recorded in Vol. 9, Pg. 46, Map Records, with grid coordinates of X= 1 082628.6867 and Y= 16656962.7044, THENCE, South 81 degrees, 31 minutes, 00 seconds East, with the north line of said Lot 19, a distance of 20.00 feet, to a 1/2" rebar with an orange plastic cap marked "TEDSI" set on the east Right-of-Way line of an unnamed County Rd for the Northwest corner and the POINT OF BEGINNING. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

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THENCE, North 08 degrees, 53 minutes, 00 seconds East, with the east Right-of-Way line of unnamed County Rd, a distance of 165.00 feet to the POINT OF BEGINNING.

will be on the usual Texas form which contains the following printed exceptions:

1. Restrictive covenants affecting the land described or referred to on Schedule B of the Title Commitment as None
2. Any discrepancies, conflicts, or shortages in area or boundary lines, any encroachments, or any overlapping of improvements.
3. Standby fees and taxes for the year 2017 and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership.

and that the policy to be issued on this particular transaction will contain the following special exceptions:

Statutory easements, rules, regulations and rights in favor of Santa Cruz Irrigations District No. 15.

Roads, easements and reservations as may appear on the map and dedication of Retama Acres Subdivision, recorded in Volume 9, Page 46, Map Records of Hidalgo County, Texas.

Subject to any portion of subject property herein lying within canal right of way.

Right of Way easement in favor of Rio Grande Valley Gas Company as shown by instrument dated February 16, 1943, recorded in Volume 505, Page 336, Deed Records of Hidalgo County, Texas.

Dedication of Plat as shown by instrument dated December 1, 1948, recorded in Volume 652, Page 489, Deed Records of Hidalgo County, Texas.

Right of Way easement in favor of Trunkline Gas Company as shown by instrument

dated January 26, 1951, recorded in Volume 712, Page 341, Deed Records of Hidalgo County, Texas.

Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, in favor of Steve Gose, dated June 5, 1979, recorded in Volume 383, Page 931, dated October 23, 1979, recorded in Volume 386, Page 920, dated January 2, 1980, recorded in Volume 389, Pages 639, 643, 646, 649, 652, 656, 659, 662, 665, and 668; dated January 2, 1980, recorded in Volume 390, Page 894 and dated March 10, 1980, recorded in Volume 391, Page 451, Oil and Gas Records of Hidalgo County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to ownership or holder of such interest(s).

Mineral and/or royalty reservation contained in instruments dated December 1, 1948, recorded in Volume 649, Page 174, dated December 4, 1948, recorded in Volume 646, Page 475, dated September 10, 1953, recorded in Volume 792, Page 297, Deed Records and dated May 23, 1955, recorded in Volume 172, Page 186, Oil and Gas Records, and dated September 4, 1991, recorded in Volume 3128, Page 861 and correction dated September 4, 1991, recorded in Volume 3137, Page 48, Official Records of Hidalgo County, Texas.

Title to the herein described mineral interest not checked subsequent to date of aforesaid instrument.

Any claim or allegation that the land, described in Schedule "A", was or is to be conveyed in violation of state statutes or any county or municipal ordinances requiring the platting of the land or affecting subdivisions, or any loss of the use of the land by reason thereof.

Rights of parties in possession. (Owner's Policy Only)

Visible and apparent easements on or across the property herein described. (Owner's Policy Only)

Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.

Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land. (NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY.)

4. Lien or liens created or assumed in conjunction with this transaction, if any.
5. Rights of parties in possession.

Since the title company examines only the record title and does not actually see the property, we hereby waive inspection by the title company of this property and accept our policy subject to the rights of parties in possession. We agree that it is our responsibility to inspect said premises and to obtain possession of it from the present occupants, if any.

OWNER:

Hidalgo County Drainage District No. 1

By: _____
Ramon Garcia, Chairman of the Board

Date: May 9, 2017

NOTIFICATION OF TAXING AUTHORITIES

GF# 144811

RE: Being a 0.554 (24, 138.15 square feet) acre tract of land, more or less, out of a 10.14 acre tract of land out of Lot 19, Block "B" RETAMA ACRES SUBDIVISION, Hidalgo County, Texas, as recorded in Vol. 9, Pg. 46, Map Records, Map Records, Hidalgo County, Texas. Said 10.14-acre tract of land is vested to South Texas Fields, LTD a limited partnership by virtue of a Warranty Deed with Vendor's Lien dated November 05, 1996, recorded under Document No. 561642, Official Records, Hidalgo County, Texas. Said 0.554 (24,138.15 square feet) acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at the northwest corner of said Lot 19, Block "B" Retama Acres Subdivision, Hidalgo County, Texas, as recorded in Vol. 9, Pg. 46, Map Records, with grid coordinates of X= 1 082628.6867 and Y= 16656962.7044, THENCE, South 81 degrees, 31 minutes, 00 seconds East, with the north line of said Lot 19, a distance of 20.00 feet, to a 1/2" rebar with an orange plastic cap marked "TEDSI" set on the east Right-of-Way line of an unnamed County Rd for the Northwest corner and the POINT OF BEGINNING. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

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THENCE, North 08 degrees, 53 minutes, 00 seconds East, with the east Right-of-Way line of unnamed County Rd, a distance of 165.00 feet to the POINT OF BEGINNING.

Please be advised that tax statements will continue to be sent to the previous owner. In order for tax statements to be sent to you, upon receipt of the recorded Warranty Deed which is mailed to you directly from our office, you need to take it to the following office so that they can change their records accordingly:

Hidalgo County Appraisal District
4405 South Professional Drive (West of Bert Ogden on Trenton Road)
Edinburg, Texas 78539
WWW.HIDALGOAD.ORG
(956) 381-8466

This information will also need to be given to any Water District which affects the property.

PLEASE NOTE THAT IT IS THE NEW OWNERS RESPONSIBILITY TO NOTIFY THE APPRAISAL DISTRICT AND WATER DISTRICT OF THE CHANGE OF OWNERSHIP. FAILURE TO DO SO MAY RESULT IN PENALTY AND INTEREST CHARGES BEING ADDED TO YOUR TAX STATEMENTS FOR LATE PAYMENT.

The undersigned hereby acknowledges receipt of this notice on May 9, 2017.

BUYER:

Hidalgo County Drainage District No. 1

By: _____
Ramon Garcia, Chairman of the Board

BUYER'S ACCEPTANCE OF DEED

The undersigned Buyer hereby accepts and consents to the form of Deed attached hereto including, but not limited to, the provision(s) concerning title exceptions contained therein, and acknowledges that same is in conformity with Buyer's intent, and the terms and provisions of same shall control in the event of any conflict of the contract Buyer has signed regarding the property described in the attached Deed.

BUYER:

Hidalgo County Drainage District No. 1

By: _____
Ramon Garcia, Chairman of the Board

DATED: **May 9, 2017**

WAIVER OF INSPECTION

PLEASE SIGN & RETURN THIS WAIVER

GF NO: 144811

TO: VALLEY LAND TITLE COMPANY, LTD.

AGENT FOR: Alliant National Title Insurance Company

Gentlemen:

I/We, Hidalgo County Drainage District No. 1 have this day purchased from South Texas Fields, Ltd (if married spouse should join in Deed) the following described property in Hidalgo County, Texas, to-wit:

Being a 0.554 (24, 138.15 square feet) acre tract of land, more or less, out of a 10.14 acre tract of land out of Lot 19, Block "B" RETAMA ACRES SUBDIVISION, Hidalgo County, Texas, as recorded in Vol. 9, Pg. 46, Map Records, Map Records, Hidalgo County, Texas. Said 10.14-acre tract of land is vested to South Texas Fields, LTD a limited partnership by virtue of a Warranty Deed with Vendor's Lien dated November 05, 1996, recorded under Document No. 561642, Official Records, Hidalgo County, Texas. Said 0.554 (24,138.15 square feet) acre tract of land being more particularly described by metes and bounds as follows;

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THENCE, North 08 degrees, 53 minutes, 00 seconds East, with the east Right-of-Way line of unnamed County Rd, a distance of 165.00 feet to the POINT OF BEGINNING.

I/We waive inspection and hereby accept a policy showing the exception "Right of Parties in Possession".

EXECUTED on May 9, 2017

BUYER:

Hidalgo County Drainage District No. 1

By: _____
Ramon Garcia, Chairman of the Board

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

DATE: May 9, 2017

TO: South Texas Fields, Ltd; AND
Hidalgo County Drainage District No. 1

FROM: VALLEY LAND TITLE COMPANY, LTD.

PROPERTY:

Being a 0.554 (24, 138.15 square feet) acre tract of land, more or less, out of a 10.14 acre tract of land out of Lot 19, Block "B" RETAMA ACRES SUBDIVISION, Hidalgo County, Texas, as recorded in Vol. 9, Pg. 46, Map Records, Map Records, Hidalgo County, Texas. Said 10.14-acre tract of land is vested to South Texas Fields, LTD a limited partnership by virtue of a Warranty Deed with Vendor's Lien dated November 05, 1996, recorded under Document No. 561642, Official Records, Hidalgo County, Texas. Said 0.554 (24,138.15 square feet) acre tract of land being more particularly described by metes and bounds as follows;

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This is to give you notice that VALLEY LAND TITLE COMPANY, LTD. has a business relationship with HIDALGO COUNTY PROPERTY TAX SERVICE. The shareholders of VALLEY LAND TITLE COMPANY, LTD. composes a majority of the shareholders of HIDALGO COUNTY PROPERTY TAX SERVICE. Because of this relationship, this referral may provide VALLEY LAND TITLE COMPANY, LTD. a financial or other benefit. HIDALGO COUNTY PROPERTY TAX SERVICE is contracted to obtain tax information and guarantee taxes to VALLEY LAND TITLE COMPANY, LTD. on all real estate related closings.

HIDALGO COUNTY PROPERTY TAX SERVICE will charge \$55.00 for the first tax account and \$20.00 for each additional tax account from the various taxing authorities, plus tax. **THERE MAY BE OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES OR YOU MAY SECURE TAX CERTIFICATES FROM THE VARIOUS TAXING AUTHORITIES ON YOUR OWN AND DELIVER THEM TO VALLEY LAND TITLE COMPANY, LTD. THE NORMAL FEE PAID TO EACH TAXING AUTHORITY IS \$10.00 FOR EACH TAX ACCOUNT AND THERE ARE USUALLY 2 TO 4 TAXING AUTHORITIES TAXING YOUR PROPERTY.**

YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

I/WE HAVE READ THIS DISCLOSURE FORM, AND UNDERSTAND THAT VALLEY LAND TITLE COMPANY, LTD. IS REFERRING ME/US TO HIDALGO COUNTY PROPERTY TAX SERVICE AND MAY RECEIVE A FINANCIAL OR OTHER BENEFIT AS THE RESULT OF THIS REFERRAL.

I _____ prefer to use HIDALGO COUNTY PROPERTY TAX SERVICE _____ PREFER TO OBTAIN TAX CERTIFICATES ON MY OWN AND AGREE TO DELIVER THE SAME TO VALLEY LAND TITLE COMPANY, LTD. PRIOR TO CLOSING.

SELLER:

SOUTH TEXAS FIELDS, LTD.,
a Texas Limited Partnership

BY: PREFERENCE, INC.,
a Texas Corporation, General Partner

By: _____
Alonzo Cantu, President

BUYER/BORROWER:

Hidalgo County Drainage District No. 1

By: _____
Ramon Garcia, Chairman of the Board

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

ALLIANT NATIONAL TITLE INSURANCE COMPANY

SCHEDULE A

Effective Date: March 20, 2017, 5:00 pm

GF No. 144811

Commitment No. _____, issued March 23, 2017, 05:00 pm

1. The policy or policies to be issued are:
 - a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)
Policy Amount: **\$95,901.00**
PROPOSED INSURED: **Hidalgo County Drainage District No. 1**
 - b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount:
PROPOSED INSURED:
 - c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount:
PROPOSED INSURED:
Proposed Borrower:
 - f. OTHER
Policy Amount:
PROPOSED INSURED:
2. The interest in the land covered by this Commitment is: **Fee Simple**
3. Record title to the land on the Effective Date appears to be vested in:
South Texas Fields, Ltd., a Texas limited partnership
4. Legal description of land:
Being a 0.554 (24, 138.15 square feet) acre tract of land, more or less, out of a 10.14 acre tract of land out of Lot 19, Block "B" RETAMA ACRES SUBDIVISION, Hidalgo County, Texas, as recorded in Vol. 9, Pg. 46, Map Records, Map Records, Hidalgo County, Texas. Said 10.14-acre tract of land is vested to South Texas Fields, LTD a limited partnership by virtue of a Warranty Deed with Vendor's Lien dated November 05, 1996, recorded under Document No. 561642, Official Records, Hidalgo County, Texas. Said 0.554 (24,138.15 square feet) acre tract of land being more particularly described by metes and bounds as follows;

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COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

ALLIANT NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

None
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year **2017**, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year _____ and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
- a. Statutory easements, rules, regulations and rights in favor of Santa Cruz Irrigations District No. 15.
 - b. Roads, easements and reservations as may appear on the map and dedication of Retama Acres Subdivision, recorded in Volume 9, Page 46, Map Records of Hidalgo County, Texas.
 - c. Subject to any portion of subject property herein lying within canal right of way.
 - d. Right of Way easement in favor of Rio Grande Valley Gas Company as shown by instrument dated February 16, 1943, recorded in Volume 505, Page 336, Deed Records of Hidalgo County, Texas.
 - e. Dedication of Plat as shown by instrument dated December 1, 1948, recorded in Volume 652, Page 489, Deed Records of Hidalgo County, Texas.
 - f. Right of Way easement in favor of Trunkline Gas Company as shown by instrument dated January 26, 1951, recorded in Volume 712, Page 341, Deed Records of Hidalgo County, Texas.
 - g. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, in favor of Steve Gose, dated June 5, 1979, recorded in Volume 383, Page 931, dated October 23, 1979, recorded in Volume 386, Page 920, dated January 2, 1980, recorded in Volume 389, Pages 639, 643, 646, 649, 652, 656, 659, 662, 665, and 668; dated January 2, 1980, recorded in Volume 390, Page 894 and dated March 10, 1980, recorded in Volume 391, Page 451, Oil and Gas Records of Hidalgo County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to ownership or holder of such interest(s).
 - h. Mineral and/or royalty reservation contained in instruments dated December 1, 1948, recorded in Volume 649, Page 174, dated December 4, 1948, recorded in Volume 646, Page 475, dated September 10, 1953, recorded in Volume 792, Page 297, Deed Records and dated May 23, 1955, recorded in Volume 172, Page 186, Oil and Gas Records, and dated September 4, 1991, recorded in Volume 3128, Page 861 and correction dated September 4, 1991, recorded in Volume 3137, Page 48, Official Records of Hidalgo County, Texas.

Title to the herein described mineral interest not checked subsequent to date of aforesaid instrument.
 - i. Any claim or allegation that the land, described in Schedule "A", was or is to be conveyed in violation of state statutes or any county or municipal ordinances requiring the platting of the land or affecting subdivisions, or any loss of the use of the land by reason thereof.
 - j. Rights of parties in possession. (Owner's Policy Only)
 - k. Visible and apparent easements on or across the property herein described. (Owner's Policy Only)
 - l. Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.
 - m. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land. (NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY.)
 - n. Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does guarantee that no such liens have been filed with the County Clerk of Hidalgo County, Texas, prior to the date hereof.

Liability hereunder at the date hereof is limited to \$. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the Insured in improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.(EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONTEMPLATED IMPROVEMENTS, CONSTRUCTION OR REPAIRS).

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

ALLIANT NATIONAL TITLE INSURANCE COMPANY

SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. **Deed of Trust executed by South Texas Fields, Ltd., a Texas limited partnership to Mary Lou Ryan Ray, Trustee, dated November 5, 1996, filed November 8, 1996 under Document Number 561643 in the Official Records, Hidalgo County, Texas, securing the payment of one note of even date therewith in the principal sum of \$675,000.00, executed by Grantor and payable to Mercantile Bank, N.A.; and all the terms, conditions and stipulations contained therein, including, but not limited to, any additional indebtedness, if any, secured by said instrument. By instrument dated April 9, 2002, filed April 18, 2002 under Document Number 1074088 in the Official Records of Hidalgo County, Texas, said note and lien were assigned to Lone Star National Bank. By instrument dated April 9, 2002, filed April 18, 2002 under Document Number 1074089, Official Records, said note and lien were extended. (covers additional property)**
6. **Assignment of Rents, Income and Receipts by and between South Texas Fields, LTD., as "Assignor" and Lone Star National Bank, as "Assignee" as shown by instrument dated April 9, 2002, filed April 18, 2002 under Document Number 1074090, Official Records of Hidalgo County, Texas. (covers additional property)**
7. **The enclosed Waiver of Inspection along with Affidavit of Debts and Liens should be executed and returned to this office.**
8. **Tax certificates should be furnished from State and County and Edinburg School District and Santa Cruz Irrigation District No.15.**
9. **By instrument dated November 5, 1996, filed November 8, 1996, under Document Number 561642, Official Records of Hidalgo County, Texas, South Texas Fields, Ltd., a Texas limited partnership acquired the property under**

examination:

If formed prior to January 2006 Closer should be furnished:

- 1. Limited Partnership Agreement
- 2. Consent or ratification of limited partners
- 3. Certificate of Limited Partnership
- 4. Resolution

If formed after January 2006 Closer should be furnished:

- 1. Certification of Formation
- 2. Certificate of filing
- 3. Assumed Name Certificate
- 4. Entity Documentation for General Partner
- 5. Federal Tax ID if Entity is seller
- 6. Resolution

- 10. Do not close transactions between family members without contacting the title company.
- 11. Note as to Estimated Premium Amounts Disclosed on Schedule D:

Schedule "D", item 3, discloses an estimated premium of title policy premiums and endorsements based upon information provided at the time the initial order is placed. If changes occur after the order is placed, it may affect the estimated amounts shown. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance. If you have any questions, please call the Exam Department at 956-383-2708 or email customerservice@valleylandtitleco.com.

Countersigned
Valley Land Title Co.

By 
Authorized Signatory

COMMITMENT FOR TITLE INSURANCE T-7

SCHEDULE D

GF No. 144811

Effective Date: March 20, 2017, 5:00 pm

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of Alliant National Title Insurance Company, Inc., as of December 31, 2016

- | | |
|---|------------------------|
| · *Robert J. Grubb, President and Chief Executive Officer | · * John R. Baumgart |
| Robert Scott Hendrickson, Treasurer and Chief Financial Officer | · * Dawn Enoch Moore |
| · Phyllis J. Mulder, Secretary and Chief Legal Officer | · * Ed Haselden |
| · *David D. Ginger | · * James O. Hutcheson |
| | · * Bruce Williamson |

* Indicates Director

Agent Investors Group of America, LLC, owns 100% of the stock of Alliant National Title Insurance Company, Inc. and Mt. Audubon Associates and John R. Baumgart each own ten percent or more of Agents Investors Group of America, LLC.

2. **AGENT: VALLEY LAND TITLE COMPANY, LTD. DBA VALLEY LAND TITLE CO.**

The following disclosures are made by the Title Insurance Agent issuing this commitment pursuant to Rule P-21.

- A. Shareholders, owners and/or partners controlling one percent (1%) or more of the entity:
Alonzo Cantu and Valley Land Management Company, L.L.C.
- B. Shareholders, owners and/or partners controlling ten percent (10%) or more of Valley Land Management Company, L.L.C.:
Alonzo Cantu

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Owner's Policy	<u>\$238.00</u>
Loan Policy	<u>\$0.00</u>
Endorsement Charges	<u>\$0.00</u>
Other	<u>\$0.00</u>
Total	<u>\$238.00</u>

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<u>Amount</u>	<u>To Whom</u>	<u>For Services</u>
---------------	----------------	---------------------

*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."

AI -59775

13.

DRAINAGE DISTRICT

Meeting Date: 05/16/2017

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A. Requesting approval of closing documents for Parcel 44 as it relates to the J-09 Ditch Project and authority of the Chairman of the Board to execute documents subject to final legal review.

B. Pursuant to the Boards approval of Agenda Item No. 59775 (A), requesting approval to issue manual payment in the amount of \$97,536.03 to Valley Land Title Co. Order File No. 144808 Parcel 44.

BACKGROUND

Fiscal Impact

Attachments

J09 PARCEL 44

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Salinas	05/12/2017 05:17 PM
Form Started By: Jaime Salazar		Started On: 05/09/2017 05:17 PM
Final Approval Date: 05/12/2017		

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB No. 2502-0265

B. Type of Loan					
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv Unins	6. File Number 144808	7. Loan Number	8. Mortgage Ins Case Number
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv Ins.	6. <input type="checkbox"/> Seller Finance			

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower Hidalgo County Drainage District No. 1 902 N. Doolittle Road Edinburg, TX 78539	E. Name & Address of Seller South Texas Fields, Ltd 5521 N. McColl Road McAllen, TX 78504	F. Name & Address of Lender
---	---	--

G. Property Location Retama Acres Subdivision, Lot 19, Block C, 4.924 ac o/o 10.14 ac, Hidalgo County Parcel #44 , TX	H. Settlement Agent Name Valley Land Title Co. 6013 N. 10th Street McAllen, TX 78504 Tax ID: 20-4064406	I. Settlement Date 5/9/2017 Fund:
	Place of Settlement Valley Land Title Company 217 W. Cano Edinburg, TX 78539	

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due from Borrower		400. Gross Amount Due to Seller	
101. Contract Sales Price	\$96,018.00	401. Contract Sales Price	\$96,018.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower	\$1,518.03	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City property taxes		406. City property taxes	
107. County property taxes		407. County property taxes	
108. Annual assessments		408. Annual assessments	
109. School property taxes		409. School property taxes	
110. Water District Taxes		410. Water District Taxes	
111. HOA Dues		411. HOA Dues	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
120. Gross Amount Due From Borrower	\$97,536.03	420. Gross Amount Due to Seller	\$96,018.00
200. Amounts Paid By Or in Behalf Of Borrower		500. Reductions in Amount Due to Seller	
201. Deposit or earnest money		501. Excess Deposit	
202. Principal amount of new loan(s)		502. Settlement Charges to Seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing Loan(s) Taken Subject to	
204. Loan Amount 2nd Lien		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City property taxes		510. City property taxes	
211. County property taxes		511. County property taxes	
212. Annual assessments		512. Annual assessments	
213. School property taxes		513. School property taxes	
214. Water District Taxes		514. Water District Taxes	
215. HOA Dues		515. HOA Dues	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	\$0.00	520. Total Reduction Amount Due Seller	\$0.00
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross Amount due from borrower (line 120)	\$97,536.03	601. Gross Amount due to seller (line 420)	\$96,018.00
302. Less amounts paid by/for borrower (line 220)	\$0.00	602. Less reductions in amt. due seller (line 520)	\$0.00
303. Cash From Borrower	\$97,536.03	603. Cash To Seller	\$96,018.00

L. Settlement Charges				Paid From	Paid From
700. Total Sales/Broker's Commission based on price		\$96,018.00	@ % = \$0.00	Borrower's	Seller's
Division of Commission (line 700) as follows:				Funds at	Funds at
				Settlement	Settlement
701.	to				
702.	to				
703. Commission Paid at Settlement				\$0.00	\$0.00
704.	The following persons, firms or	to			
705.	corporations received a portion	to			
706.	of the real estate commission amount	to			
707.	shown above:	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	to			
807.	Assumption Fee	to			
900. Items Required by Lender To Be Paid in Advance					
901.	Interest from 5/9/2017 to 6/1/2017 @ \$0/day				
902.	Mortgage Insurance Premium for months	to			
903.	Hazard Insurance Premium for years	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.	School property taxes	months @	per month		
1007.	Water District taxes	months @	per month		
1008.	HOA Dues	months @	per month		
1011.	Aggregate Adjustment				
1100. Title Charges					
1101.	Settlement or closing fee	to			
1102.	Abstract or title search	to			
1103.	Title examination	to			
1104.	Title insurance binder	to			
1105.	Document preparation	to Law Office of Richard A. Cantu, P.C.		\$200.00	
1106.	Notary fees	to			
1107.	Attorney's fees	to			
(includes above items numbers:)					
1108.	Title insurance	to Valley Land Title Company		\$851.00	
(includes above items numbers:)					
1109.	Lender's coverage	\$0.00/\$0.00			
1110.	Owner's coverage	\$96,018.00/\$851.00			
1111.	Escrow fee	to Valley Land Title Company		\$300.00	
1112.	State Guaranty Fee	to Valley Land Title Company-Guaranty Fee Escrow Account		\$3.00	
1113.	Tax Service Fee	to Hidalgo County Property Tax Service		\$75.00	
1200. Government Recording and Transfer Charges					
1201.	Recording Fees	Deed \$48.00 ; Mortgage ; Rel \$40.00	to Valley Land Title Company	\$88.00	
1202.	City/county tax/stamps	Deed ; Mortgage	to		
1203.	State tax/stamps	Deed ; Mortgage	to		
1204.	Secretary of State search	to Valley Land Title Company		\$1.03	
1300. Additional Settlement Charges					
1301.	Survey	to			
1302.	Pest Inspection	to			
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				\$1,518.03	

SOLICITATION

You are required by law to provide VALLEY LAND TITLE CO. with your correct taxpayer identification number. If you do not provide VALLEY LAND TITLE CO. with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

SUBSTITUTE FORM 1099 SELLER STATEMENT

The information contained in blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, on lines 403 and 404) 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 will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTIONS

If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, Form 6252 and/or Schedule D (Form 1040).

Seller understands the closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guaranty the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this Statement. Seller understands that tax and insurance prorations and reserves were based on figures for the preceding year or supplied by others, or estimates for current year, and in the event of any change for current year, all necessary adjustments must be made between Purchaser and Seller direct. The undersigned hereby authorizes VALLEY LAND TITLE CO. to make expenditures and disbursements as shown above and approves same for payment. The undersigned also acknowledges receipt of Loan funds, if applicable, in the amount shown above and receipt of a copy of this Statement.

*Note: Interest on existing liens is figured to the date indicated. If not paid by then, additional interest will have to be collected and your statement will be adjusted to have sufficient funds to secure release from the lien holder.

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 completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

Hidalgo County Drainage District No. 1

SOUTH TEXAS FIELDS, LTD., a Texas Limited Partnership

By: _____
Ramon Garcia, Chairman of the Board

By: PREFERENCE, INC., a Texas corporation,
General Partner

SETTLEMENT AGENT CERTIFICATION

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

By: _____
Alonzo Cantu, President

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.

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.

Parcel #44

RIGHT OF WAY DEED

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF HIDALGO §

That, **SOUTH TEXAS FIELDS, LTD.**, a Texas limited partnership, 5221 N. McColl, McAllen, Hidalgo County, Texas 78504, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of **NINETY-SIX THOUSAND EIGHTEEN AND NO/100 DOLLARS (\$96,018.00)** and other good and valuable consideration to Grantor in hand paid by the **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**, 920 N. Doolittle Road, Edinburg, Hidalgo County, Texas 78539, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Sell and Convey unto the **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**, all that certain tracts or parcels of land in Hidalgo County, Texas, being as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES

SUBJECT TO THE FOLLOWING:

1. Statutory easements, rules, regulations and rights in favor of Santa Cruz Irrigations District No. 15.
2. Roads, easements and reservations as may appear on the map and dedication of Retama Acres Subdivision, recorded in Volume 9, Page 46, Map Records of Hidalgo County, Texas.
3. Subject to any portion of subject property herein lying within canal right of way.
4. Right of Way easement in favor of Rio Grande Valley Gas Company as shown by instrument dated February 16, 1943, recorded in Volume 505, Page 336, Deed Records of Hidalgo County, Texas.
5. Dedication of Plat as shown by instrument dated December 1, 1948, recorded in Volume 652, Page 489, Deed Records of Hidalgo County, Texas.
6. Right of Way easement in favor of Trunkline Gas Company as shown by instrument dated January 26, 1951, recorded in Volume 712, Page 341, Deed Records of Hidalgo County, Texas.
7. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, in favor of Steve Gose, dated June 5, 1979, recorded in Volume 383, Page 931, dated October 23, 1979, recorded in Volume 386, Page 920, dated January 2, 1980, recorded in Volume 389, Pages 639, 643, 646, 649, 652, 656, 659, 662, 665, and 668; dated January 2, 1980, recorded in Volume 390, Page 894 and dated March 10, 1980, recorded in Volume 391, Page 451, Oil and Gas Records Records of Hidalgo County, Texas.
8. Mineral and/or royalty reservation contained in instruments dated December 1, 1948, recorded in Volume 649, Page 174, dated December 4, 1948, recorded in Volume 646, Page 475, dated September 10, 1953, recorded in Volume 792, Page 297, Deed Records and dated May 23, 1955, recorded in Volume 172, Page 186, Oil and Gas Records, and dated September 4, 1991, recorded in Volume 3128, Page 861 and correction dated September 4, 1991, recorded in Volume 3137, Page 48, Official Records of Hidalgo County, Texas.

9. Visible and apparent easements on or across the property herein described.
10. Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.
11. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
12. Any claim or allegation that the land, described in Exhibit "A", was or is to be conveyed in violation of state statutes or any county or municipal ordinances requiring the platting of the land or affecting subdivisions, or any loss of the use of the land by reason thereof.
13. Standby fees, taxes and assessments by any taxing authority for the year 2017, and subsequent years.

SAVE AND EXCEPT:

Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waive 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 to take and use all other minerals and materials thereon, therein and thereunder.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the Hidalgo County Drainage District No. 1 and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the Hidalgo County Drainage District No. 1 and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2017.

SOUTH TEXAS FIELDS, LTD.,
a Texas limited partnership
By: PREFERENCE, INC., a Texas corporation
Its: General Partner

By: _____
ALONZO CANTU
Its: President

STATE OF TEXAS)

COUNTY OF HIDALGO)

Before me, the undersigned authority, on this day personally appeared ALONZO CANTU, proved to me through _____ to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that ALONZO CANTU executed the same as President of PREFERENCE, INC., a Texas corporation, as General Partner of SOUTH TEXAS FIELDS, LTD., a Texas limited partnership, for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____ day of _____, 2017.

Notary Public, State of Texas
My commission expires: _____
Notary Public ID: _____

PREPARED IN THE OFFICE OF:
LAW OFFICE OF RICHARD A. CANTU, P.C.
6013 N. 10th Street
McAllen, Texas 78504
Tel: (956) 687-7763
Email: CantuR@valleylandtitleco.com
File/GF No.: 8879-17/144808vltc

AFTER RECORDING RETURN TO:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
920 N. Doolittle Road
Edinburg, Texas 78539

COUNTY: HIDALGO

HIGHWAY: J-09 OUTFALL

PROJECT LIMITS: NORTH MAIN DRAIN TO COUNTY ROAD 3601

GRANTOR: SOUTH TEXAS FIELDS, LTD A LIMITED PARTNERSHIP

FIELD NOTES FOR PARCEL - 44

Being a 4.924 (214,475.69 square feet) acre tract of land, more or less, out of 10.14-acre tract of land out of Lot 19, Block "C" Retama Acres Subdivision, Hidalgo County, Texas, as recorded in Vol. 9, Pg. 46, Map Records, Map Records, Hidalgo County, Texas. Said 10.14-acre tract of land is vested to South Texas Fields, LTD a limited partnership by virtue of a Warranty Deed with Vendor's Lien dated November 05, 1996, recorded under Document No. 561642, Official Records, Hidalgo County, Texas. Said 4.924 (214,475.69 square feet) acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at the Northeast corner of said Lot 19, Block "C" Retama Acres Subdivision, Hidalgo County, Texas, as recorded in Vol. 9, Pg. 46, Map Records, with grid coordinates of X= 1082628.6867 and Y= 16656962.7044, **THENCE**, N 81° 31' 00" E, with the north line of said Lot 19, a distance of 20.00 feet to a 1/2" rebar with an orange plastic cap marked "TEDSI" set on the west Right-of-Way line of unnamed County Rd for the Northeast corner and the **POINT OF BEGINNING**. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

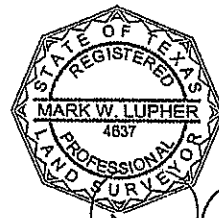
THENCE, S 08° 53' 00" W, with the west Right-of-Way line of an unnamed County Rd, a distance of 165.00 feet to a 1/2" rebar with an orange plastic cap marked "TEDSI" set for the southeast corner of said tract herein described;

THENCE, N 81° 31' 00" E, a distance of 1,299.87 feet to a 1/2" rebar with an orange plastic cap marked "TEDSI" set on the east Right-of-Way line of Eubanks Rd, for the Southwest corner of said tract herein described;

THENCE, N 08° 53' 00" E, with the east Right-of-Way line of Eubanks Rd, a distance of 165.00 feet to a 1/2" rebar with an orange plastic cap marked "TEDSI" set on the north line of said Lot 19 for the Northwest corner of said tract herein described;

THENCE, S 81° 31' 00" E, with the north line of said Lot 19, a distance of 1,299.87 feet, to the **POINT OF BEGINNING** and containing 4.924 (214,475.69 square feet) acres of land, more or less, of which 0.499 of an acre of land lies in an apparent easement and leaving a **PROPOSED NET TAKING** of 4.425 acres of land, more or less.

A plat of same date accompanies this Field Note Description



Mark W. Lupher
Mark W. Lupher - R.P.L.S. # 4637

Date: 10.28.13

LAW OFFICE OF RICHARD A. CANTU, P.C.
A Professional Corporation
6013 N. 10th Street, McAllen, Texas 78504
Telephone (956) 687-7763

May 9, 2017

RE: DOCUMENT PREPARATION
Buyer: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
Real Property: SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN
FOR ALL PURPOSES

**DISCLOSURE AGREEMENT REGARDING LEGAL FEES AND LEGAL
REPRESENTATION FOR DRAFTING CLOSING DOCUMENTATION**

RE: GF No. 144808/ File No.: 8879-17

1. Legal Counsel. Documents for this closing have been prepared, at the request of the Valley Land Title Co. ("Title Company"), by Law Office of Richard A. Cantu, P.C. ("Attorney"). The undersigned acknowledges that the Attorney has acted only in the limited capacity as counsel to prepare these documents, and has not, in any manner, undertaken to assist or render legal advice to the undersigned with respect to any loan, the property, or with respect to any of the documents being executed in connection with the closing. The undersigned further acknowledges that the undersigned may retain legal counsel for advice regarding the transaction, or to review and render advice concerning any of the documents being executed in connection with the closing.
2. Responsibility for Payment of Fees and Costs. The undersigned hereby acknowledge that the undersigned's obligation to pay the legal fees and all permissible out-of-pocket expenses incurred in connection with the preparation of the documents by making, at the closing, a payment in the amount set forth in the invoice for legal services described below, directly to either the Attorney or the Title Company closing the transaction, for the account of the Attorney.
3. Description of Legal Services Performed and Amount of Fee. The nature and extent of the legal services performed in connection with this transaction are itemized in the invoice for legal services submitted to the Title Company, a copy of which is attached hereto and incorporated herein by reference for all purposes. The fee for these legal services through the date of the invoice is set forth on the invoice.
4. Basis for Fee. The fee is intended to provide fair compensation for legal services rendered, taking into consideration the time and labor required, the complexities of the questions involved and the skill required to perform such services. Other considerations include the expertise of the Attorney in the complexities of the real estate practice, imposed document preparation deadlines, the necessary overhead associated with the rendering of services, and the assumption of risk by the Attorney in the rendering of these services.

The undersigned hereby acknowledges receiving and reading a copy of this statement, and by signature affirms the accuracy of the statements herein contained.

Dated: ____ day of _____, 2017.

BUYER:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

By: _____

RAMON GARCIA

Its: Chairman of the Board

Title Company: Please return this original signed and dated instrument to:

Law Office of Richard A. Cantu, P.C.
6013 N. 10th Street
McAllen, Texas 78504

COUNTY: HIDALGO

HIGHWAY: J-09 OUTFALL

PROJECT LIMITS: NORTH MAIN DRAIN TO COUNTY ROAD 3601

GRANTOR: SOUTH TEXAS FIELDS, LTD A LIMITED PARTNERSHIP

FIELD NOTES FOR PARCEL - 44

Being a 4.924 (214,475.69 square feet) acre tract of land, more or less, out of 10.14-acre tract of land out of Lot 19, Block "C" Retama Acres Subdivision, Hidalgo County, Texas, as recorded in Vol. 9, Pg. 46, Map Records, Map Records, Hidalgo County, Texas. Said 10.14-acre tract of land is vested to South Texas Fields, LTD a limited partnership by virtue of a Warranty Deed with Vendor's Lien dated November 05, 1996, recorded under Document No. 561642, Official Records, Hidalgo County, Texas. Said 4.924 (214,475.69 square feet) acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at the Northeast corner of said Lot 19, Block "C" Retama Acres Subdivision, Hidalgo County, Texas, as recorded in Vol. 9, Pg. 46, Map Records, with grid coordinates of X= 1082628.6867 and Y= 16656962.7044, THENCE, N 81° 31' 00" E, with the north line of said Lot 19, a distance of 20.00 feet to a 1/2" rebar with an orange plastic cap marked "TEDSI" set on the west Right-of-Way line of unnamed County Rd for the Northeast corner and the POINT OF BEGINNING. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

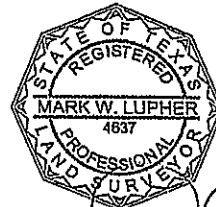
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A plat of same date accompanies this Field Note Description



Mark W. Lupher
Mark W. Lupher - R.P.L.S. # 4637

Date: 10.28.13

VALLEY LAND TITLE COMPANY, LTD.

612 W. Nolana Ave. Suite 570

McALLEN, TEXAS 78504

(956) 687-7763

FAX (956) 217-3190

ACCEPTANCE OF TITLE POLICY EXCEPTIONS

GF NO. 144808

Gentlemen:

We agree that the Owner's Title Policy you are to issue covering:

Being a 4.924 (214,475.69 square feet) acre tract of land, more or less, out of 10.14-acre tract of land out of Lot 19, Block "C" RETAMA ACRES SUBDIVISION, Hidalgo County, Texas, as recorded in Vol. 9, Pg. 46, Map Records, Map Records, Hidalgo County, Texas. Said 10.14-acre tract of land is vested to South Texas Fields, LTD a limited partnership by virtue of a Warranty Deed with Vendor's Lien dated November 05, 1996, recorded under Document No. 561642, Official Records, Hidalgo County, Texas. Said 4.924 (214,475.69 square feet) acre tract of land being more particularly described by metes and bounds as follows;

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will be on the usual Texas form which contains the following printed exceptions:

1. Restrictive covenants affecting the land described or referred to on Schedule B of the Title Commitment as DELETED
2. Any discrepancies, conflicts, or shortages in area or boundary lines, any encroachments, or any overlapping of improvements.
3. Standby fees and taxes for the year 2017 and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership.

and that the policy to be issued on this particular transaction will contain the following special exceptions:

Statutory easements, rules, regulations and rights in favor of Santa Cruz Irrigations District No. 15.

Roads, easements and reservations as may appear on the map and dedication of Retama Acres Subdivision, recorded in Volume 9, Page 46, Map Records of Hidalgo County, Texas.

Subject to any portion of subject property herein lying within canal right of way.

Right of Way easement in favor of Rio Grande Valley Gas Company as shown by instrument dated February 16, 1943, recorded in Volume 505, Page 336, Deed Records of Hidalgo County, Texas.

Dedication of Plat as shown by instrument dated December 1, 1948, recorded in Volume 652, Page 489, Deed Records of Hidalgo County, Texas.

Right of Way easement in favor of Trunkline Gas Company as shown by instrument dated January 26, 1951, recorded in Volume 712, Page 341, Deed Records of Hidalgo County, Texas.

Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, in favor of Steve Gose, dated June 5, 1979, recorded in Volume 383, Page 931, dated October 23, 1979, recorded in Volume 386, Page 920, dated January 2, 1980, recorded in Volume 389, Pages 639, 643, 646, 649, 652, 656, 659, 662, 665, and 668; dated January 2, 1980, recorded in Volume 390, Page 894 and dated March 10, 1980, recorded in Volume 391, Page 451, Oil and Gas Records of Hidalgo County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to ownership or holder of such interest(s).

Mineral and/or royalty reservation contained in instruments dated December 1, 1948, recorded in Volume 649, Page 174, dated December 4, 1948, recorded in Volume 646, Page 475, dated September 10, 1953, recorded in Volume 792, Page 297, Deed Records and dated May 23, 1955, recorded in Volume 172, Page 186, Oil and Gas Records, and dated September 4, 1991, recorded in Volume 3128, Page 861 and correction dated September 4, 1991, recorded in Volume 3137, Page 48, Official Records of Hidalgo County, Texas.

Title to the herein described mineral interest not checked subsequent to date of aforesaid instrument.

Rights of parties in possession.

Visible and apparent easements on or across the property herein described.

Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.

Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.

Any claim or allegation that the land, described in Schedule "A", was or is to be conveyed in violation of state statutes or any county or municipal ordinances requiring the platting of the land or affecting subdivisions, or any loss of the use of the land by reason thereof.

4. Lien or liens created or assumed in conjunction with this transaction, if any.

5. Rights of parties in possession.

Since the title company examines only the record title and does not actually see the property, we hereby waive inspection by the title company of this property and accept our policy subject to the rights of parties in possession. We agree that it is our responsibility to inspect said premises and to obtain possession of it from the present occupants, if any.

OWNER:

Hidalgo County Drainage District No. 1

By: _____
Ramon Garcia, Chairman of the Board

Date: May 9, 2017

NOTIFICATION OF TAXING AUTHORITIES

GF# 144808

RE: Being a 4.924 (214,475.69 square feet) acre tract of land, more or less, out of 10.14-acre tract of land out of Lot 19, Block "C" RETAMA ACRES SUBDIVISION, Hidalgo County, Texas, as recorded in Vol. 9, Pg. 46, Map Records, Map Records, Hidalgo County, Texas. Said 10.14-acre tract of land is vested to South Texas Fields, LTD a limited partnership by virtue of a Warranty Deed with Vendor's Lien dated November 05, 1996, recorded under Document No. 561642, Official Records, Hidalgo County, Texas. Said 4.924 (214,475.69 square feet) acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at the Northeast corner of said Lot 19, Block "C" Retama Acres Subdivision, Hidalgo County, Texas, as recorded in Vol. 9, Pg. 46, Map Records, with grid coordinates of X= 1 082628.6867 and Y= 16656962.7044, THENCE, North 81 degrees 31 feet 00 minutes East, with the north line of said Lot 19, a distance of 20.00 feet to a 1/2 inch rebar with an orange plastic cap marked "TEDSI" set on the west Right-of-Way line of unnamed County Rd for the Northeast corner and the POINT OF BEGINNING. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units;

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Please be advised that tax statements will continue to be sent to the previous owner. In order for tax statements to be sent to you, upon receipt of the recorded Warranty Deed which is mailed to you directly from our office, you need to take it to the following office so that they can change their records accordingly:

Hidalgo County Appraisal District
4405 South Professional Drive (West of Bert Ogden on Trenton Road)
Edinburg, Texas 78539
WWW.HIDALGOAD.ORG
(956) 381-8466

This information will also need to be given to any Water District which affects the property.

PLEASE NOTE THAT IT IS THE NEW OWNERS RESPONSIBILITY TO NOTIFY THE APPRAISAL DISTRICT AND WATER DISTRICT OF THE CHANGE OF OWNERSHIP. FAILURE TO DO SO MAY RESULT IN PENALTY AND INTEREST CHARGES BEING ADDED TO YOUR TAX STATEMENTS FOR LATE PAYMENT.

The undersigned hereby acknowledges receipt of this notice on May 9, 2017.

BUYER:

Hidalgo County Drainage District No. 1

By: _____
Ramon Garcia, Chairman of the Board

BUYER'S ACCEPTANCE OF DEED

The undersigned Buyer hereby accepts and consents to the form of Deed attached hereto including, but not limited to, the provision(s) concerning title exceptions contained therein, and acknowledges that same is in conformity with Buyer's intent, and the terms and provisions of same shall control in the event of any conflict of the contract Buyer has signed regarding the property described in the attached Deed.

BUYER:

Hidalgo County Drainage District No. 1

By: _____
Ramon Garcia, Chairman of the Board

DATED: May 9, 2017

WAIVER OF INSPECTION

PLEASE SIGN & RETURN THIS WAIVER

GF NO: 144808

TO: VALLEY LAND TITLE COMPANY, LTD.

AGENT FOR: Alliant National Title Insurance Company

Gentlemen:

I/We, Hidalgo County Drainage District No. 1 have this day purchased from South Texas Fields, Ltd (if married spouse should join in Deed) the following described property in Hidalgo County, Texas, to-wit:

Being a 4.924 (214,475.69 square feet) acre tract of land, more or less, out of 10.14-acre tract of land out of Lot 19, Block "C" RETAMA ACRES SUBDIVISION, Hidalgo County, Texas, as recorded in Vol. 9, Pg. 46, Map Records, Map Records, Hidalgo County, Texas. Said 10.14-acre tract of land is vested to South Texas Fields, LTD a limited partnership by virtue of a Warranty Deed with Vendor's Lien dated November 05, 1996, recorded under Document No. 561642, Official Records, Hidalgo County, Texas. Said 4.924 (214,475.69 square feet) acre tract of land being more particularly described by metes and bounds as follows;

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I/We waive inspection and hereby accept a policy showing the exception "Right of Parties in Possession".

EXECUTED on May 9, 2017

BUYER:

Hidalgo County Drainage District No. 1

By: _____
Ramon Garcia, Chairman of the Board

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

DATE: May 9, 2017

TO: South Texas Fields, Ltd; AND
Hidalgo County Drainage District No. 1

FROM: VALLEY LAND TITLE COMPANY, LTD.

PROPERTY:

Being a 4.924 (214,475.69 square feet) acre tract of land, more or less, out of 10.14-acre tract of land out of Lot 19, Block "C" RETAMA ACRES SUBDIVISION, Hidalgo County, Texas, as recorded in Vol. 9, Pg. 46, Map Records, Map Records, Hidalgo County, Texas. Said 10.14-acre tract of land is vested to South Texas Fields, LTD a limited partnership by virtue of a Warranty Deed with Vendor's Lien dated November 05, 1996, recorded under Document No. 561642, Official Records, Hidalgo County, Texas. Said 4.924 (214,475.69 square feet) acre tract of land being more particularly described by metes and bounds as follows;

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This is to give you notice that VALLEY LAND TITLE COMPANY, LTD. has a business relationship with HIDALGO COUNTY PROPERTY TAX SERVICE. The shareholders of VALLEY LAND TITLE COMPANY, LTD. composes a majority of the shareholders of HIDALGO COUNTY PROPERTY TAX SERVICE. Because of this relationship, this referral may provide VALLEY LAND TITLE COMPANY, LTD. a financial or other benefit. HIDALGO COUNTY PROPERTY TAX SERVICE is contracted to obtain tax information and guarantee taxes to VALLEY LAND TITLE COMPANY, LTD. on all real estate related closings.

HIDALGO COUNTY PROPERTY TAX SERVICE will charge \$55.00 for the first tax account and \$20.00 for each additional tax account from the various taxing authorities, plus tax. **THERE MAY BE OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES OR YOU MAY SECURE TAX CERTIFICATES FROM THE VARIOUS TAXING AUTHORITIES ON YOUR OWN AND DELIVER THEM TO VALLEY LAND TITLE COMPANY, LTD. THE NORMAL FEE PAID TO EACH TAXING AUTHORITY IS \$10.00 FOR EACH TAX ACCOUNT AND THERE ARE USUALLY 2 TO 4 TAXING AUTHORITIES TAXING YOUR PROPERTY. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

I/WE HAVE READ THIS DISCLOSURE FORM, AND UNDERSTAND THAT VALLEY LAND TITLE COMPANY, LTD. IS REFERRING ME/US TO HIDALGO COUNTY PROPERTY TAX SERVICE AND MAY RECEIVE A FINANCIAL OR OTHER BENEFIT AS THE RESULT OF THIS REFERRAL.

I _____ prefer to use HIDALGO COUNTY PROPERTY TAX SERVICE _____ PREFER TO OBTAIN TAX CERTIFICATES ON MY OWN AND AGREE TO DELIVER THE SAME TO VALLEY LAND TITLE COMPANY, LTD. PRIOR TO CLOSING.

SELLER:

SOUTH TEXAS FIELDS, LTD., a
Texas Limited Partnership

By: PREFERENCE, INC., a Texas
corporation, General Partner

By: _____
Alonzo Cantu, President

BUYER/BORROWER:

Hidalgo County Drainage District No. 1

By: _____
Ramon Garcia, Chairman of the Board

NO PRORATION AGREEMENT

WHEREAS, South Texas Fields, Ltd., a Texas Limited Partnership, hereinafter referred to as SELLER has this day sold to Hidalgo County Drainage District No. 1, hereinafter referred to as PURCHASER, the following described property, to-wit:

SEE EXHIBIT "A"

SELLER and PURCHASER acknowledge that taxes will not be prorated through the date of closing and PURCHASER shall be fully and solely responsible for taxes for the year 2017 and all subsequent years and subsequent assessments for prior years due to change in land usage or ownership.

EXECUTED this _____ day of MAY, 2017.

SELLER:

SOUTH TEXAS FIELDS, LTD., a Texas Limited Partnership

By: PREFERENCE, INC., a Texas Corporation, General Partner

By: _____
Alonzo Cantu, President

BUYER

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

By: _____
Ramon Garcia, Chairman of the Board

COUNTY: HIDALGO

HIGHWAY: J-09 OUTFALL

PROJECT LIMITS: NORTH MAIN DRAIN TO COUNTY ROAD 3601

GRANTOR: SOUTH TEXAS FIELDS, LTD A LIMITED PARTNERSHIP

FIELD NOTES FOR PARCEL - 44

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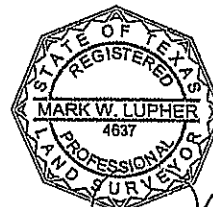
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A plat of same date accompanies this Field Note Description



Mark W. Lupher
Mark W. Lupher - R.P.L.S. # 4637

Date: 10.28.13

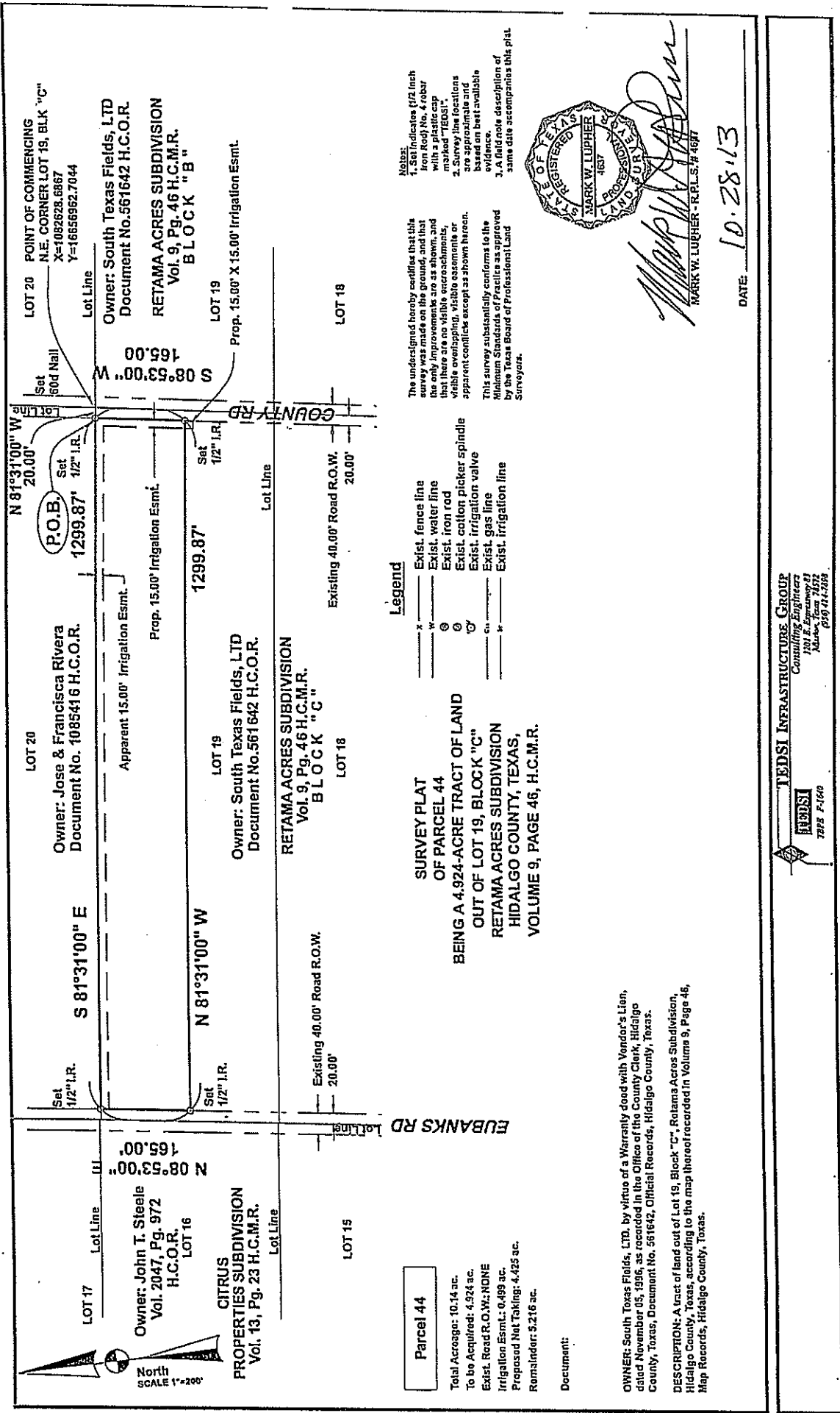


EXHIBIT A
 PAGE 2 OF 2

TEDSI INFRASTRUCTURE GROUP
 Consulting Engineers
 1301 E. Sprague St.
 Alamo, Texas 78012
 (512) 717-2898

TEDSI
 TYPE 5140

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

ALLIANT NATIONAL TITLE INSURANCE COMPANY

SCHEDULE A

Effective Date: May 2, 2017, 5:00 pm

GF No. 144808

Commitment No. _____, issued May 5, 2017, 04:16 pm

1. The policy or policies to be issued are:
 - a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)
Policy Amount: **\$96,018.00**
PROPOSED INSURED: **Hidalgo County Drainage District No. 1**
 - b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount:
PROPOSED INSURED:
 - c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount:
PROPOSED INSURED:
Proposed Borrower:
 - f. OTHER
Policy Amount:
PROPOSED INSURED:
2. The interest in the land covered by this Commitment is: **Fee Simple**
3. Record title to the land on the Effective Date appears to be vested in:
South Texas Fields, Ltd., a Texas limited partnership
4. Legal description of land:
Being a 4.924 (214,475.69 square feet) acre tract of land, more or less, out of 10.14-acre tract of land out of Lot 19, Block "C" RETAMA ACRES SUBDIVISION, Hidalgo County, Texas, as recorded in Vol. 9, Pg. 46, Map Records, Map Records, Hidalgo County, Texas. Said 10.14-acre tract of land is vested to South Texas Fields, LTD a limited partnership by virtue of a Warranty Deed with Vendor's Lien dated November 05, 1996, recorded under Document No. 561642, Official Records, Hidalgo County, Texas. Said 4.924 (214,475.69 square feet) acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at the Northeast corner of said Lot 19, Block "C" Retama Acres Subdivision, Hidalgo County, Texas, as recorded in Vol. 9, Pg. 46, Map Records, with grid coordinates of X= 1082628.6867 and Y= 16656962.7044, THENCE, North 81 degrees 31 feet 00 minutes East, with the north line of said Lot 19, a distance of 20.00 feet to a 1/2 inch rebar with an orange plastic cap marked "TEDSI" set on the west Right-of-Way line of unnamed County Rd for the Northeast corner and the POINT OF BEGINNING. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units;

THENCE, South 08 degrees 53 feet 00 minutes West, with the west Right-of-Way line of an unnamed County Rd, a distance of 165.00 feet to a 1/2 inch rebar with an orange plastic cap marked "TEDSI" set for the southeast corner of said tract herein described;

THENCE, North 81 degrees 31 feet 00 minutes East, a distance of 1,299.87 feet to a 1/2 inch rebar with an orange plastic cap marked "TEDSI" set on the east Right-of-Way line of Eubanks Rd, for the Southwest corner of said tract herein described;

THENCE, North 08 degrees 53 feet 00 minutes East, with the east Right-of-Way line of Eubanks Rd, a distance of 165.00 feet to a 1/2 inch rebar with an orange plastic cap marked "TEDSI" set on the north line of said Lot 19 for the Northwest corner of said tract herein described;

THENCE, South 81 degrees 31 feet 00 minutes East, with the north line of said Lot 19, a distance of 1,299.87 feet, to the POINT OF BEGINNING of which 0.499 of an acre of land lies in an apparent easement and leaving a PROPOSED NET TAKING of 4.425 acres of land, more or less.

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

ALLIANT NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

DELETED

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.

3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)

4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities.

- a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
- b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
- c. to filled-in lands, or artificial islands, or
- d. to statutory water rights, including riparian rights, or
- e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

(Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2017, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year _____ and subsequent years.")

6. The terms and conditions of the documents creating your interest in the land.

7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance

(T-2R).

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
- a. Statutory easements, rules, regulations and rights in favor of Santa Cruz Irrigations District No. 15.
 - b. Roads, easements and reservations as may appear on the map and dedication of Retama Acres Subdivision, recorded in Volume 9, Page 46, Map Records of Hidalgo County, Texas.
 - c. Subject to any portion of subject property herein lying within canal right of way.
 - d. Right of Way easement in favor of Rio Grande Valley Gas Company as shown by instrument dated February 16, 1943, recorded in Volume 505, Page 336, Deed Records of Hidalgo County, Texas.
 - e. Dedication of Plat as shown by instrument dated December 1, 1948, recorded in Volume 652, Page 489, Deed Records of Hidalgo County, Texas.
 - f. Right of Way easement in favor of Trunkline Gas Company as shown by instrument dated January 26, 1951, recorded in Volume 712, Page 341, Deed Records of Hidalgo County, Texas.
 - g. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, in favor of Steve Gose, dated June 5, 1979, recorded in Volume 383, Page 931, dated October 23, 1979, recorded in Volume 386, Page 920, dated January 2, 1980, recorded in Volume 389, Pages 639, 643, 646, 649, 652, 656, 659, 662, 665, and 668; dated January 2, 1980, recorded in Volume 390, Page 894 and dated March 10, 1980, recorded in Volume 391, Page 451, Oil and Gas Records Records of Hidalgo County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to ownership or holder of such interest(s).
 - h. Mineral and/or royalty reservation contained in instruments dated December 1, 1948, recorded in Volume 649, Page 174, dated December 4, 1948, recorded in Volume 646, Page 475, dated September 10, 1953, recorded in Volume 792, Page 297, Deed Records and dated May 23, 1955, recorded in Volume 172, Page 186, Oil and Gas Records, and dated September 4, 1991, recorded in Volume 3128, Page 861 and correction dated September 4, 1991, recorded in Volume 3137, Page 48, Official Records of Hidalgo County, Texas.
Title to the herein described mineral interest not checked subsequent to date of aforesaid instrument.
 - i. Rights of parties in possession.
 - j. Visible and apparent easements on or across the property herein described.
 - k. Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.
 - l. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
 - m. Any claim or allegation that the land, described in Schedule "A", was or is to be conveyed in violation of state statutes or any county or municipal ordinances requiring the platting of the land or affecting subdivisions, or any loss of the use of the land by reason thereof.

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

ALLIANT NATIONAL TITLE INSURANCE COMPANY

SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. **Deed of Trust executed by South Texas Fields, Ltd., a Texas limited partnership to Mary Lou Ryan Ray, Trustee, dated November 5, 1996, filed November 8, 1996 under Document Number 561643 in the Official Records, Hidalgo County, Texas, securing the payment of one note of even date therewith in the principal sum of \$675,000.00, executed by Grantor and payable to Mercantile Bank, N.A.; and all the terms, conditions and stipulations contained therein, including, but not limited to, any additional indebtedness, if any, secured by said instrument. By instrument dated April 9, 2002, filed April 18, 2002 under Document Number 1074088 in the Official Records of Hidalgo County, Texas, said note and lien were assigned to Lone Star National Bank. By instrument dated April 9, 2002, filed April 18, 2002 under Document Number 1074089, Official Records, said note and lien were extended. (covers additional property)**
6. **Assignment of Rents, Income and Receipts by and between South Texas Fields, LTD., as "Assignor" and Lone Star National Bank, as "Assignee" as shown by instrument dated April 9, 2002, filed April 18, 2002 under Document Number 1074090, Official Records of Hidalgo County, Texas. (covers additional property)**
7. **The enclosed Waiver of Inspection along with Affidavit of Debts and Liens should be executed and returned to this office.**
8. **Tax certificates should be furnished from State and County, Edinburg School District and Santa Cruz Irrigations District No. 15.**
9. **By instrument dated November 5, 1996, filed November 8, 1996, under Document Number 561642, Official Records of Hidalgo County, Texas, South Texas Fields, Ltd., a Texas limited partnership acquired the property under examination:**

If formed prior to January 2006 Closer should be furnished:

- 1. Limited Partnership Agreement
- 2. Consent or ratification of limited partners
- 3. Certificate of Limited Partnership
- 4. Resolution

If formed after January 2006 Closer should be furnished:

- 1. Certification of Formation
- 2. Certificate of filing
- 3. Assumed Name Certificate
- 4. Entity Documentation for General Partner
- 5. Federal Tax ID if Entity is seller
- 6. Resolution

10. Do not close transactions between family members without contacting the title company.

11. Note as to Estimated Premium Amounts Disclosed on Schedule D:

Schedule "D", item 3, discloses an estimated premium of title policy premiums and endorsements based upon information provided at the time the initial order is placed. If changes occur after the order is placed, it may affect the estimated amounts shown. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance. If you have any questions, please call the Exam Department at 956-383-2708 or email customerservice@valleylandtitleco.com.

Countersigned
 Valley Land/Title Co.
 By *Sollie Williams*
 Authorized Signatory

COMMITMENT FOR TITLE INSURANCE T-7

SCHEDULE D

GF No. 144808

Effective Date: May 2, 2017, 5:00 pm

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of Alliant National Title Insurance Company, Inc., as of December 31, 2016

- *Robert J. Grubb, President and Chief Executive Officer
- Robert Scott Hendrickson, Treasurer and Chief Financial Officer
- Phyllis J. Mulder, Secretary and Chief Legal Officer
- *David D. Ginger
- * John R. Baumgart
- * Dawn Enoch Moore
- * Ed Haselden
- * James O. Hutcheson
- * Bruce Williamson

* Indicates Director

Agent Investors Group of America, LLC, owns 100% of the stock of Alliant National Title Insurance Company, Inc. and Mt. Audubon Associates and John R. Baumgart each own ten percent or more of Agents Investors Group of America, LLC.

2. AGENT: VALLEY LAND TITLE COMPANY, LTD. DBA VALLEY LAND TITLE CO.

The following disclosures are made by the Title Insurance Agent issuing this commitment pursuant to Rule P-21.

- A. Shareholders, owners and/or partners controlling one percent (1%) or more of the entity:
Alonzo Cantu and Valley Land Management Company, L.L.C.
- B. Shareholders, owners and/or partners controlling ten percent (10%) or more of Valley Land Management Company, L.L.C.:
Alonzo Cantu

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Owner's Policy	<u>\$238.00</u>
Loan Policy	<u>\$0.00</u>
Endorsement Charges	<u>\$0.00</u>
Other	<u>\$0.00</u>
Total	<u>\$238.00</u>

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<u>Amount</u>	<u>To Whom</u>	<u>For Services</u>
---------------	----------------	---------------------

* The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."

AI -59773

14.

DRAINAGE DISTRICT

Meeting Date: 05/16/2017

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Request approval to amend closing document amount for Parcel 27E as it relates to La Joya Bypass Outfall Ditch. The correction will include closing costs in the amount of \$804.00 not reflected on Agenda Item 59209 approved by Board on 04-05-2017. The revised total is \$91,469.63

BACKGROUND

Fiscal Impact

Attachments

LAJOYA 27E AMEND

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Salinas	05/12/2017 05:17 PM
Form Started By: Jaime Salazar		Started On: 05/09/2017 05:01 PM
Final Approval Date: 05/12/2017		

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 checked="" type="checkbox"/> Conv. Unins. 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins.			
		6. FILE NUMBER: 0003161344		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 BORROWER: Hidalgo County Drainage District No. 1 902 N. Doolittle, Edinburg, TX 78539		E. NAME AND ADDRESS OF SELLER: Stephen Francis Wood and Wayne Ted Wood 262 Geneseo Rd., San Antonio, TX 78209		F. NAME AND ADDRESS OF LENDER:	
G. PROPERTY LOCATION: El Faro Rd Lot(s): Parcel 27E Porcion 77 Parcel 27E		H. SETTLEMENT AGENT: Sierra Title of Hidalgo County, Inc. PLACE OF SETTLEMENT: 3401 N. 10th St. McAllen, TX 78501		I. SETTLEMENT DATE: February 15, 2017 DISBURSEMENT DATE: February 15, 2017	

J. SUMMARY OF BORROWER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:	
101. Contract sales price	90,000.00
102. Personal property	
103. Settlement charges to borrower (line 1400)	1,469.63
104.	
105.	
<i>Adjustments for items paid by seller in advance</i>	
106. City/Town taxes	
107. County taxes	
108. Assessments	
109.	
110.	
111. No tax proration	
112.	
120. GROSS AMOUNT DUE FROM BORROWER	91,469.63
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:	
201. Deposit or earnest money	
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208. Seller Paid Buyer Closing Costs	
209. Seller Paid Owner's Policy	
<i>Adjustments for items unpaid by seller</i>	
210. City/Town taxes	
211. County taxes	
212. Assessments	
213.	
214.	
215.	
216. No tax proration	
217.	
218.	
219.	
220. TOTAL PAID BY/FOR BORROWER	0.00
300. CASH AT SETTLEMENT FROM/TO BORROWER:	
301. Gross amount due from Borrower (Line 120)	91,469.63
302. Less amount paid by/for Borrower (Line 220)	()
303. CASH FROM BORROWER	91,469.63

K. SUMMARY OF SELLER'S TRANSACTION	
400. GROSS AMOUNT DUE TO SELLER:	
401. Contract sales price	90,000.00
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. No tax proration	
412.	
420. GROSS AMOUNT DUE TO SELLER	90,000.00
500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	11,248.00
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	To:
505. Payoff of second mortgage loan	To:
506.	
507.	
508. Seller Paid Buyer Closing Costs	
509.	
<i>Adjustments for items unpaid by seller</i>	
510. City/Town taxes	
511. County taxes	
512. Assessments	
513.	
514.	
515.	
516. No tax proration	
517.	
518.	
519.	
520. TOTAL REDUCTION AMOUNT DUE SELLER	11,248.00
600. CASH AT SETTLEMENT TO/FROM SELLER:	
601. Gross amount due to Seller (Line 420)	90,000.00
602. Less reductions due Seller (Line 520)	(11,248.00)
603. CASH TO SELLER	78,752.00

L. SETTLEMENT CHARGES

700. TOTAL COMMISSION Based on Price		\$	@	%		
Division of Commission (line 700) as Follows:					PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
701.	to					
702.	to					
703. Commission Paid at Settlement						
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	02/15/17	to	03/01/17	@ \$	/day (14 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			
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.		804.00
(includes above item numbers:)						
1109.	Lender's coverage					
1110.	Owner's coverage	\$ 90,000.00			804.00	
1111.	Tax Service		to	Tax Service of Hidalgo County		
1112.	State of Texas Policy Guaranty Fee (O)		to	Texas Title Insurance Guaranty Association		54.13
1113.	Escrow Fee		to	Sierra Title of Hidalgo County, Inc.		3.00
1114.	Attorney Review Fee		to	King Law Firm		500.00
1115.	E filing fee (S)		to	Sierra Title of Hidalgo County, Inc.		45.00
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES						
1201.	Recording fees: Deed		; Mortgage	\$ 60.00;	Releases	
1202.	City/County tax/stamps: Deed		; Mortgage			60.00
1203.	State tax/stamps: Deed		; Mortgage			
1204.			to			
1205.			to			
1300. ADDITIONAL SETTLEMENT CHARGES						
1301.	Survey		to			
1302.	Pest inspection		to			
1303.	Attorney Fee		to	Barron, Adler, Clough & Oddo		11,248.00
1304.			to			
1305.			to			
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)					1,469.63	11,248.00

~~INITIAL~~

~~INITIAL~~

SIERRA TITLE OF HIDALGO COUNTY, INC.

INVOICE

Bill To:

L&G Engineering
Hidalgo County Drainage District
No. 1

Date: May 1, 2017

Order File No.: 0003161344

Property Description:

Lot(s): Parcel 27E Porcion 77

DESCRIPTION	AMOUNT
Owner's Policy (Coverage \$90,000.00)	\$804.00
TOTAL	\$804.00

****PLEASE ENCLOSE A COPY OF THIS INVOICE WITH YOUR PAYMENT
TO INSURE PROPER CREDIT.****

Representing • Chicago Title • Fidelity National Title • WFG National Title
• Sierra Title Guaranty

Accommodation Closing Invoice

0003161344

AI -59772

15.

DRAINAGE DISTRICT

Meeting Date: 05/16/2017

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting Approval of Right of Entry request from R.O.W. Surveying and authorization for Drainage District General Manager to execute as it relates to Shary Rd Property ID No. 458365

BACKGROUND

Fiscal Impact

Attachments

ROW Surveying ROE

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Salinas	05/12/2017 05:17 PM
Form Started By: Jaime Salazar		Started On: 05/09/2017 04:51 PM
Final Approval Date: 05/12/2017		



RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

MAY 08 2017

9:30 AM PM

BY: WJ

LETTER FOR RIGHT OF ENTRY

May 05, 2017

Hidalgo County Drainage District #1
902 N. Doolittle Road
Edinburg, Texas 78542

Reference: Request for Right-of-Entry
(Property ID#: 458365)

Dear Landowner:

R.O.W. Surveying Services, L.L.C. (ROW), representing the County of Hidalgo, will be performing topographic surveys along Shary Road, from 5 Mile Line to S. H. 107, in Mission, Texas for future engineering design. The purpose of this survey is to provide the design engineer with survey data for drainage analysis and to establish existing street Right of Ways. The required survey will encompass approximately 30 feet from the existing Shary Road Right of Way within your property. The survey will also require ROW field crews to access the rear boundary lines to help establish any existing Shary Road Right of Way lines. Therefore, we are requesting your permission to allow the survey crews to access your property to perform these surveys. In the course of these surveys, it may be necessary for minor trimming of tree limbs to provide a clear line of sight. Every effort will be made to meet your special requirements. If granting permission for right of entry, please sign enclosed attachment and mail in the enclosed self-addressed stamped envelope.

If you have any questions or concerns, my contact information is listed below:

Kurt Schumacher, R.P.L.S.
R.O.W. Surveying Services, L.L.C.
900 South Stewart, Suite 13, Mission, Texas 78572
Phone Number: (956) 424-3335
Email: kurt@rowsurveying.com

Thank you for your cooperation.

Sincerely,

Kurt Schumacher
Registered Professional Land Surveyor

Shary Road: Parcel 30 - Property ID#458365

PERMISSION FOR RIGHT OF ENTRY

TO WHOM IT MAY CONCERN:

This is to certify that permission is hereby granted to the County of Hidalgo and its agents to enter upon lands owned by **Hidalgo County Drainage District #1** in Hidalgo County, Texas, off Shary Road, Mission, Texas, for the purpose of conducting topographic surveys. In the course of these surveys, it may be necessary for minor trimming of tree limbs to provide a clear line of sight. Every effort will be made to meet your special requirements.

OWNER:

Signature Signed this ____ of _____, 2017.

Print Name Address

Telephone Number City, State, & Zip Code

Note to Owners:

If you have any questions or concerns, my contact information is listed below:

Kurt Schumacher, R.P.L.S.
R.O.W. Surveying Services, L.L.C.
900 South Stewart, Suite 13, Mission, Texas 78572
Phone Number:(956) 424-3335
Email: kurt@rowsurveying.com

Special comments, instructions, Lessor or tenants name, address and phone number:

AI -59708

16.

DRAINAGE DISTRICT

Meeting Date: 05/16/2017

Submitted For: Jaime Salazar

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A. Requesting approval to accept bids and approval to execute a Construction Contract to lowest bidder meeting all specified requirements, Mor-Wil, LLC, for RFB No. HCDD1-17-022-04-26 "SCHUNIOR DRAIN DITCH IMPROVEMENTS -FM 1423 (VAL VERDE ROAD) CROSSING, IRRIGATION CROSSING, & DILLION CROSSING", in the total bid amount of \$310,393.00 for Base Bid and Alternates 1 & 2, as recommended by Noe Saldivar, P. E., HCDD1 project engineer, subject to compliance with HB1295

B. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for Drainage District General Manager, Raul E. Sesin, P.E., CFM, to execute change orders that involve ...'an increase or decrease in cost of \$50,000.00 or LESS and in no event to exceed the Change Order's statutory limits...'. The original contract price may not be decreased by 18 % or more without the consent of the contractor".

BACKGROUND

HCDD1 PROJECT # 17-05-1001

Fiscal Impact

Attachments

Bid Award Letter

Form Review

Inbox

Reviewed By

Date

Final Approval

Monica Salinas

05/12/2017 05:17 PM

Form Started By: Moises Salazar

Started On: 05/04/2017 04:36 PM

Final Approval Date: 05/12/2017



HIDALGO COUNTY DRAINAGE DISTRICT No. 1

RAUL E. SESIN, PE, CFM

General Manager, Floodplain Administrator

BOARD OF DIRECTORS

DAVID L. FUENTES
Board Member

EDUARDO "EDDIE" CANTU
Board Member

RAMON GARCIA
Chairman of the Board

JOE M. FLORES
Board Member

JOSEPH PALACIOS
Board Member

May 08, 2017

Mr. Raul E. Sesin, PE
Hidalgo County Drainage District No. 1
902 N. Doolittle Rd
Edinburg, Texas 78542

RE: Schunior Drain Ditch Improvements – FM 1423 (Val Verde Rd) Crossing, Irrigation Crossing & Dillon Crossing


Dear Mr. Sesin,

Bids were received and opened for Schunior Drain Ditch Improvements – FM 1423 (Val Verde Rd) Crossing, Irrigation Crossing & Dillon Crossing on April 26. A total of six bids were received with Mor-Wil, LLC being the low bidder for the options being considered for award. Attached is a copy of the bid comparison for your review.

This Schunior Drain Improvement Project consists of jacking and boring a new 72" TGRCP under FM 1423; upgrading a 48" pipe to a 60" HPP pipe under an irrigation line; and adding a 60" HPP to the Dillon Road Crossing with concrete rip rap at the headwall. We recommend awarding the project to Mor-Wil, LLC for the Base Bid, Add Alternate No. 1 and Add Alternate No. 2 for a total amount of \$310,393.00.

If you have any questions or require further information, please feel free to contact us at your convenience.

Respectfully,
HIDALGO COUNTY DRAINAGE DISTRICT No. 1


Jose Noe Saldivar, PE
Engineer III

AI -59722

17.

DRAINAGE DISTRICT

Meeting Date: 05/16/2017

Submitted For: Raul Sesin

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 BOND SERIES

Requesting approval of following Work Authorizations related to the agreement with L&G Consulting Engineers, Inc., for the provision of On Call CMT Services Pct. #2, Pct. #3, Pct. #4 & HCDD1 Master Drainage System, in the amounts listed, subject to compliance with HB1295.

	Work Authorization No.	Project Description	Amount
1)	WA# 6	Minnesota & Cesar Chavez Drainage Improvements Project	\$19,460.90
2)	WA# 7	Mile 13.5 & FM 1015 Drainage Improvements Project	\$13,331.55
3)	WA# 8	Lucero del Norte Subdivision Drainage Improvements Project	\$10,589.85
4)	WA# 9	Schunior Drainage Improvements Project	\$8,050.58
5)	WA#10	Plena Vista Subdivision Drainage Improvements Project	\$16,387.82

BACKGROUND

Fiscal Impact

Attachments

WA# 6 -On-Call with L&G CMT Svcs -Minnesota & Cesar Chavez DIP

WA# 7 -On-Call with L&G CMT Svcs -Mile 13.5 & FM 1015 DIP

WA# 8 -On-Call with L&G CMT Svcs -Lucero del Norte Subdivision DIP

WA# 9 -On-Call with L&G CMT Svcs -Schunior DIP

WA #10

Form Review

Inbox

Reviewed By

Date

Final Approval

Monica Salinas

05/12/2017 05:17 PM

Form Started By: Moises Salazar

Started On: 05/05/2017 11:47 AM

Final Approval Date: 05/12/2017

HIDALGO COUNTY DRAINAGE DISTRICT NO 1
Professional Construction Material Testing Laboratory Services
For On-Call CMT Services (Pct #2, Pct #3, Pct #4 & HCDD#1 Master Drainage
System) Professional Agreement

WORK AUTHORIZATION NO. 6

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**, action herein by and through the **Board of Directors**, hereinafter called the “**Owner**,” and, L&G Consulting Engineers, Inc. professional Laboratory’s of Texas, hereinafter called “**Laboratory**”.

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide On-Call CMT Services for the Minnesota & Cesar Chavez Drainage Improvement Project.

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 **Laboratory** is identified in **EXHIBIT “B” – Scope of Services to be Provided by the Laboratory** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is \$19,460.90. 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 Laboratory for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 3 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 6 shall be funded through funding source:

Account No. _ _ _ _ _

Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate on the earlier of _____ or **upon completion of scope 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 Hidalgo County Drainage District No 1, General Manager, Raul E. Sesin, PE, CFM, as to content and detail of this Work Authorization No. 6.

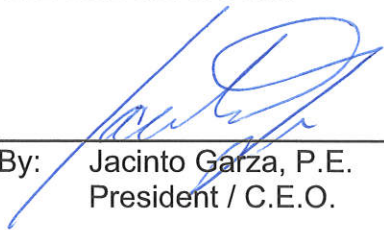
**HIDALGO COUNTY DRAINAGE DISTRICT NO 1
General Manager**

BY: _____
Raul E. Sesin, PE, CFM

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Drainage District No 1 Board of Directors Court on _____ as indicated below and effective as of ____ day of _____, 2017.

THE LABORATORY:



By: Jacinto Garza, P.E.
President / C.E.O.

**HIDALGO COUNTY DRAINAGE
DISTRICT NO 1:**

Ramon Garcia
CHAIRMAN OF THE BOARD

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez, L.L.P.

By: _____

ATTACHMENTS:

- Exhibit A – Services to be provided by Owner
- Exhibit B – Services to be provided by Laboratory
- Exhibit C – Omitted
- Exhibit D – Cost Proposal

EXHIBIT A

Scope of 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 Projects.

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.
- 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

SECTION 1 – CONSTRUCTION PHASE SERVICES

(Function Code 320)

CONSTRUCTION INSPECTION SERVICES:

N/A

CONSTRUCTION MATERIAL TESTING:

The LABORATORY will provide the OWNER with construction material testing services for the Project. The services to be provided include sampling and testing of all construction materials as required by the project plans and specifications. All sampling frequencies and test procedures will be performed in general accordance with the Texas Department of Transportation TEX methods (or ASTM methods as required) as outlined in the Guide Schedule for Sampling and Testing (08/10) or Project Plans and Specifications (or as directed by the OWNER). The construction material testing includes, but is not limited to the following:

- (a) Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
- (b) Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- (c) Field sampling and testing of fresh concrete, and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- (d) Field compaction testing of asphalt to ensure proper compaction during lay down operations.
- (e) Field inspection, sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.
- (f) Any additional laboratory testing as required/requested by the OWNER and the project plans and specifications.
- (g) Providing accurate and timely reports to the OWNER and all/other recipients as designated by the OWNER.

EXHIBIT B

Scope of Services to be provided by the Laboratory

SECTION 2 – ADDITIONAL RESONSIBILITIES

Document and Information Exchange

CMT Reports and Inspection documentation shall be provided in PDF format.

Two copies of the documentation shall be provided to the OWNER.

If required, the LABORTORY shall provide to the OWNER, an electronic medium (CD/DVD/USB) that contains all the CMT Reports and Inspection documentation for the project.

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

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

<u>Service</u>	<u>Office Location</u>
CMT	Mercedes Office
Inspection	Mission Office

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

EXHIBIT B

Scope of Services to be provided by the Laboratory

APPENDIX A – GENERAL SERVICES OUTLINE

The following is a general outline of the services to be provided by the LABORATORY in providing Construction Materials Testing Services, and Construction Inspection Services:

A. Construction/Maintenance Phase:

- 1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of researching geotechnical investigation report recommendations 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 project as required by the project plans and specifications and/or specified by the project design Laboratory.
- 4) Review all material designs as requested by the OWNER and/or project design Laboratory.
- 5) Furnish the OWNER all necessary reports for construction and maintenance projects.
- 6) Provide construction inspection and observation services as requested by the OWNER on construction and maintenance projects.

B. Miscellaneous/Other:

- 1) 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 tests were made.
- 2) The plans, specifications, and CMT reports 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.
- 3) 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.

Exhibit "D"
L&G Engineering
Minnesota & Cesar Chavez Drainage Imp. Project (CMT)
Prepared for Hidalgo County Drainage District No. 1

Pipe Haunch Soils Testing - Laboratory					
Moisture Density Relat (ASTM D 698)	1	Each	\$211.99	\$211.99	<i>quantity based on 2 site visits to obtain samples of Pipe Haunch Soils for laboratory testing</i>
Atterberg Limits of Soils	2	Each	\$82.05	\$164.10	
Material Finer #200	2	Each	\$68.46	\$136.92	
Test Report	2	Each	\$24.30	\$48.60	
Soil & Aggregate Tech	4	Hour	\$52.88	\$211.52	
Mileage (Trip Charge)	40	Miles	\$0.56	\$22.40	
Subtotal:				\$795.53	
Pipe Haunch Soils Testing - Field					
Field Density Test	4	Each	\$23.91	\$95.64	<i>quantity based on 2 site visits to perform Field Density and Thickness Testing (avg 2 tests per visit)</i>
Test Report	2	Each	\$24.30	\$48.60	
Soil & Aggregate Tech	4	Hour	\$52.88	\$211.52	
Mileage (Trip Charge)	40	Miles	\$0.56	\$22.40	
Subtotal:				\$378.16	
Trench Backfill Soils Testing - Laboratory					
Moisture Density Relat (ASTM D 698)	2	Each	\$211.99	\$423.98	<i>quantity based on 2 site visits to obtain samples of Trench Backfill Soils for laboratory testing</i>
Atterberg Limits of Soils	2	Each	\$82.05	\$164.10	
Material Finer #200	2	Each	\$68.46	\$136.92	
Test Report	2	Each	\$24.30	\$48.60	
Soil & Aggregate Tech	4	Hour	\$52.88	\$211.52	
Mileage (Trip Charge)	40	Miles	\$0.56	\$22.40	
Subtotal:				\$1,007.52	
Trench Backfill Soils Testing - Field					
Field Density Test	48	Each	\$24.63	\$1,182.24	<i>quantity based on 12 site visits to perform Field Density and Thickness Testing (avg 4 tests per visit)</i>
Test Report	12	Each	\$24.30	\$291.60	
Soil & Aggregate Tech	36	Hour	\$52.88	\$1,903.68	
Mileage (Trip Charge)	240	Miles	\$0.56	\$134.40	
Subtotal:				\$3,511.92	
Subgrade Testing - Field (Roadway Crossings Only)					
Field Density Test	8	Each	\$24.63	\$197.04	<i>quantity based on 2 site visits to perform Field Density and Thickness Testing for Subgrade (avg 4 tests per visit)</i>
Test Report	2	Each	\$24.30	\$48.60	
Soil & Aggregate Tech	8	Hour	\$52.88	\$423.04	
Mileage (Trip Charge)	40	Miles	\$0.56	\$22.40	
Subtotal:				\$691.08	

Flexible Base (Item 247) Testing - Laboratory (Roadway Crossings Only)

Moisture Density Relationship (TxDOT)	1	Each	\$218.97	\$218.97	<i>Quantity based on 1 site visit to obtain sample for laboratory testing</i>
Atterberg Limits of Soils	1	Each	\$82.05	\$82.05	
Particle Size Analysis (Gradation)	1	Each	\$98.63	\$98.63	
Texas Wet Ball Mill	1	Each	\$239.53	\$239.53	
Triaxial Compression	1	Each	\$360.50	\$360.50	
Soil & Aggregate Tech	8	Hour	\$52.88	\$423.04	
Test Report	3	Each	\$24.30	\$72.90	
Mileage (Trip Charge)	20	Miles	\$0.56	\$11.20	
Subtotal:				<u>\$1,506.82</u>	

Flexible Base (Item 247) Testing - Field (Roadway Crossings Only)

Field Density Test	8	Each	\$24.63	\$197.04	<i>Quantities based on 2 site visits to perform in-place testing (avg 4 tests per visit)</i>
Test Report	2	Each	\$24.30	\$48.60	
Soil & Aggregate Tech	8	Hour	\$52.88	\$423.04	
Mileage (Trip Charge)	40	Miles	\$0.56	\$22.40	
Subtotal:				<u>\$691.08</u>	

Hot Mix Asphalt Paving - Cut & Restore Areas (Roadway Crossing Only)

Extraction/Sieve Analysis/AC%	1	Each	\$239.45	\$239.45
Maximum Theor. Specific Gravity	1	Each	\$92.70	\$92.70
Asphalt Rolling Patterns	5	Each	\$41.06	\$205.30
Coring/ACP Thickness	10	Each	\$68.46	\$684.60
Density of Cores (Set of 2)	10	Each	\$75.23	\$752.30
In-Place Air Voids	10	Each	\$25.75	\$257.50
Asphalt Technician	24	Hour	\$52.88	\$1,269.12
Mileage (Trip Charge)	100	Miles	\$0.56	\$56.00
Test Report	12	Each	\$24.30	\$291.60
Subtotal:				<u>\$3,848.57</u>

Concrete Placements

Cyl. Spec. Prep, Hold, Cure	40	Each	\$12.36	\$494.40	<i>Assuming 10 Trips sample pickup and deliver to laboratory for Compression Testing</i>
Comp. Str. Of Cyl. Specimen	40	Each	\$16.40	\$656.00	
Test Reports (7 and 28 day)	20	Each	\$24.30	\$486.00	
Concrete Technician	20	Hour	\$52.88	\$1,057.60	
Mileage (Trip Charge)	200	Miles	\$0.56	\$112.00	
Subtotal:				<u>\$2,806.00</u>	

Estimated Field and Laboratory Test Fees				\$15,236.68
Admin/Clerical (Report Review)(Hr.)	14		\$62.21	\$870.94
Engineering Lab Mgr. (Report Review)(Hr.)	14		\$105.76	\$1,480.64
Project Engineer (Report Review)(Hr.)	14		\$133.76	\$1,872.64
Estimated Materials Testing Total				<u>\$19,460.90</u>

HIDALGO COUNTY DRAINAGE DISTRICT NO 1
Professional Construction Material Testing Laboratory Services
For On-Call CMT Services (Pct #2, Pct #3, Pct #4 & HCDD#1 Master Drainage
System) Professional Agreement

WORK AUTHORIZATION NO. 7

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**, action herein by and through the **Board of Directors**, hereinafter called the "**Owner**," and, L&G Consulting Engineers, Inc. professional Laboratory's of Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide On-Call CMT Services for the Mile 13.5 & FM 1015 Drainage Improvement Project.

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 **Laboratory** is identified in **EXHIBIT "B" – Scope of Services to be Provided by the Laboratory** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is \$13,331.55. 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 Laboratory for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 3 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 7 shall be funded through funding source:

Account No. _ _ _ _ _

Requisition Number _____ (**MUST BE INCLUDED AFTER CC APPROVAL**)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate on the earlier of _____ or **upon completion of scope 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 Hidalgo County Drainage District No 1, General Manager, Raul E. Sesin, PE, CFM, as to content and detail of this Work Authorization No. 7.

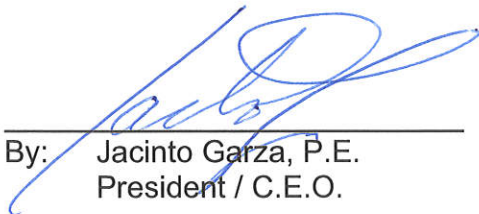
**HIDALGO COUNTY DRAINAGE DISTRICT NO 1
General Manager**

BY: _____
Raul E. Sesin, PE, CFM

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Drainage District No 1 Board of Directors Court on _____ as indicated below and effective as of ____ day of _____, 2017.

THE LABORATORY:


By: _____
Jacinto Garza, P.E.
President / C.E.O.

**HIDALGO COUNTY DRAINAGE
DISTRICT NO 1:**

Ramon Garcia
CHAIRMAN OF THE BOARD

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez, L.L.P.

By: _____

ATTACHMENTS:

- Exhibit A – Services to be provided by Owner
- Exhibit B – Services to be provided by Laboratory
- Exhibit C – Omitted
- Exhibit D – Cost Proposal

EXHIBIT A

Scope of 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 Projects.

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.
- 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

SECTION 1 – CONSTRUCTION PHASE SERVICES

(Function Code 320)

CONSTRUCTION INSPECTION SERVICES:

N/A

CONSTRUCTION MATERIAL TESTING:

The LABORATORY will provide the OWNER with construction material testing services for the Project. The services to be provided include sampling and testing of all construction materials as required by the project plans and specifications. All sampling frequencies and test procedures will be performed in general accordance with the Texas Department of Transportation TEX methods (or ASTM methods as required) as outlined in the Guide Schedule for Sampling and Testing (08/10) or Project Plans and Specifications (or as directed by the OWNER). The construction material testing includes, but is not limited to the following:

- (a) Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
- (b) Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- (c) Field sampling and testing of fresh concrete, and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- (d) Field compaction testing of asphalt to ensure proper compaction during lay down operations.
- (e) Field inspection, sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.
- (f) Any additional laboratory testing as required/requested by the OWNER and the project plans and specifications.
- (g) Providing accurate and timely reports to the OWNER and all/other recipients as designated by the OWNER.

EXHIBIT B

Scope of Services to be provided by the Laboratory

SECTION 2 – ADDITIONAL RESONSIBILITIES

Document and Information Exchange

CMT Reports and Inspection documentation shall be provided in PDF format.

Two copies of the documentation shall be provided to the OWNER.

If required, the LABORTORY shall provide to the OWNER, an electronic medium (CD/DVD/USB) that contains all the CMT Reports and Inspection documentation for the project.

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

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

<u>Service</u>	<u>Office Location</u>
CMT	Mercedes Office
Inspection	Mission Office

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

EXHIBIT B

Scope of Services to be provided by the Laboratory

APPENDIX A – GENERAL SERVICES OUTLINE

The following is a general outline of the services to be provided by the LABORATORY in providing Construction Materials Testing Services, and Construction Inspection Services:

A. Construction/Maintenance Phase:

- 1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of researching geotechnical investigation report recommendations 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 project as required by the project plans and specifications and/or specified by the project design Laboratory.
- 4) Review all material designs as requested by the OWNER and/or project design Laboratory.
- 5) Furnish the OWNER all necessary reports for construction and maintenance projects.
- 6) Provide construction inspection and observation services as requested by the OWNER on construction and maintenance projects.

B. Miscellaneous/Other:

- 1) 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 tests were made.
- 2) The plans, specifications, and CMT reports 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.
- 3) 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.

Exhibit "D"
L&G Engineering
Mile 13.5 & FM 1015 Drainage Imp. Project (CMT)
Prepared for Hidalgo County Drainage District No. 1

Pipe Haunch Soils Testing - Laboratory					
Moisture Density Relat (ASTM D 698)	1	Each	\$211.99	\$211.99	<i>quantity based on 2 site visits to obtain samples of Pipe Haunch Soils for laboratory testing</i>
Atterberg Limits of Soils	2	Each	\$82.05	\$164.10	
Material Finer #200	2	Each	\$68.46	\$136.92	
Test Report	2	Each	\$24.30	\$48.60	
Soil & Aggregate Tech	4	Hour	\$52.88	\$211.52	
Mileage (Trip Charge)	40	Miles	\$0.56	\$22.40	
Subtotal:				\$795.53	
Pipe Haunch Soils Testing - Field					
Field Density Test	4	Each	\$23.91	\$95.64	<i>quantity based on 2 site visits to perform Field Density and Thickness Testing (avg 2 tests per visit)</i>
Test Report	2	Each	\$24.30	\$48.60	
Soil & Aggregate Tech	4	Hour	\$52.88	\$211.52	
Mileage (Trip Charge)	40	Miles	\$0.56	\$22.40	
Subtotal:				\$378.16	
Trench Backfill Soils Testing - Laboratory					
Moisture Density Relat (ASTM D 698)	1	Each	\$211.99	\$211.99	<i>quantity based on 2 site visits to obtain samples of Trench Backfill Soils for laboratory testing</i>
Atterberg Limits of Soils	2	Each	\$82.05	\$164.10	
Material Finer #200	2	Each	\$68.46	\$136.92	
Test Report	2	Each	\$24.30	\$48.60	
Soil & Aggregate Tech	4	Hour	\$52.88	\$211.52	
Mileage (Trip Charge)	40	Miles	\$0.56	\$22.40	
Subtotal:				\$795.53	
Trench Backfill Soils Testing - Field					
Field Density Test	24	Each	\$24.63	\$591.12	<i>quantity based on 6 site visits to perform Field Density and Thickness Testing (avg 4 tests per visit)</i>
Test Report	6	Each	\$24.30	\$145.80	
Soil & Aggregate Tech	18	Hour	\$52.88	\$951.84	
Mileage (Trip Charge)	120	Miles	\$0.56	\$67.20	
Subtotal:				\$1,755.96	
Lime Treated Subgrade Testing - Laboratory (Roadway - Villa Only)					
Moisture Density Relat (ASTM D 698)	1	Each	\$211.99	\$211.99	<i>quantity based on 1 site visit to obtain samples of Trench Backfill Soils for laboratory testing</i>
Atterberg Limits of Soils	1	Each	\$82.05	\$82.05	
Material Finer #200	1	Each	\$68.46	\$68.46	
Test Report	2	Each	\$24.30	\$48.60	
Soil & Aggregate Tech	2	Hour	\$52.88	\$105.76	
Mileage (Trip Charge)	20	Miles	\$0.56	\$11.20	
Subtotal:				\$528.06	
Lime Treated Subgrade Testing - Field (Roadway - Villa Only)					
Field Density Test	4	Each	\$24.63	\$98.52	<i>quantity based on 1 site visit to perform Field Density and Thickness Testing for Subgrade (avg 4 tests per visit)</i>
Test Report	1	Each	\$24.30	\$24.30	
Soil & Aggregate Tech	4	Hour	\$52.88	\$211.52	
Mileage (Trip Charge)	20	Miles	\$0.56	\$11.20	
Subtotal:				\$345.54	

Flexible Base (Item 247) Testing - Laboratory (Roadway - Villa Only)

Moisture Density Relationship (TxDOT)	1	Each	\$218.97	\$218.97	<i>Quantity based on 1 site visit to obtain sample for laboratory testing</i>
Atterberg Limits of Soils	1	Each	\$82.05	\$82.05	
Particle Size Analysis (Gradation)	1	Each	\$98.63	\$98.63	
Texas Wet Ball Mill	1	Each	\$239.53	\$239.53	
Triaxial Compression	1	Each	\$360.50	\$360.50	
Soil & Aggregate Tech	8	Hour	\$52.88	\$423.04	
Test Report	3	Each	\$24.30	\$72.90	
Mileage (Trip Charge)	20	Miles	\$0.56	\$11.20	
Subtotal:				<u>\$1,506.82</u>	

Flexible Base (Item 247) Testing - Field (Roadway - Villa Only)

Field Density Test	4	Each	\$24.63	\$98.52	<i>Quantities based on 1 site visit to perform in-place testing (avg 4 tests per visit)</i>
Test Report	1	Each	\$24.30	\$24.30	
Soil & Aggregate Tech	4	Hour	\$52.88	\$211.52	
Mileage (Trip Charge)	20	Miles	\$0.56	\$11.20	
Subtotal:				<u>\$345.54</u>	

Hot Mix Asphalt Paving - Roadway Sections (All)

Extraction/Sieve Analysis/AC%	1	Each	\$239.45	\$239.45
Maximum Theor. Specific Gravity	1	Each	\$92.70	\$92.70
Asphalt Rolling Patterns	4	Each	\$41.06	\$164.24
Coring/ACP Thickness	8	Each	\$68.46	\$547.68
Density of Cores (Set of 2)	8	Each	\$75.23	\$601.84
In-Place Air Voids	8	Each	\$25.75	\$206.00
Asphalt Technician	10	Hour	\$52.88	\$528.80
Mileage (Trip Charge)	80	Miles	\$0.56	\$44.80
Test Report	10	Each	\$24.30	\$243.00
Subtotal:				<u>\$2,668.51</u>

Concrete Placements

Cyl. Spec. Prep, Hold, Cure	20	Each	\$12.36	\$247.20	<i>Assuming 5 Trips sample pickup and deliver to laboratory for Compression Testing</i>
Comp. Str. Of Cyl. Specimen	20	Each	\$16.40	\$328.00	
Test Reports (7 and 28 day)	10	Each	\$24.30	\$243.00	
Concrete Technician	5	Hour	\$52.88	\$264.40	
Mileage (Trip Charge)	200	Miles	\$0.56	\$112.00	
Subtotal:				<u>\$1,194.60</u>	

Estimated Field and Laboratory Test Fees				\$10,314.25
Admin/Clerical (Report Review)(Hr.)	10		\$62.21	\$622.10
Engineering Lab Mgr. (Report Review)(Hr.)	10		\$105.76	\$1,057.60
Project Engineer (Report Review)(Hr.)	10		\$133.76	\$1,337.60
Estimated Materials Testing Total				<u>\$13,331.55</u>

HIDALGO COUNTY DRAINAGE DISTRICT NO 1
Professional Construction Material Testing Laboratory Services
For On-Call CMT Services (Pct #2, Pct #3, Pct #4 & HCDD#1 Master Drainage
System) Professional Agreement

WORK AUTHORIZATION NO. 8

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**, action herein by and through the **Board of Directors**, hereinafter called the "**Owner**," and, L&G Consulting Engineers, Inc. professional Laboratory's of Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide On-Call CMT Services for the Lucero Del Norte Subd. Drainage Improvement Project.

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 **Laboratory** is identified in **EXHIBIT "B" – Scope of Services to be Provided by the Laboratory** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is \$10,589.85. 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 Laboratory for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 3 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 8 shall be funded through funding source:

Account No. _ _ _ _ _

Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate on the earlier of _____ or **upon completion of scope 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 Hidalgo County Drainage District No 1, General Manager, Raul E. Sesin, PE, CFM, as to content and detail of this Work Authorization No. 8.

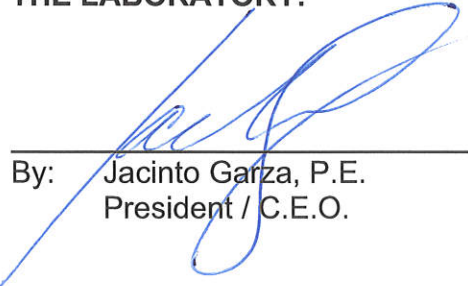
**HIDALGO COUNTY DRAINAGE DISTRICT NO 1
General Manager**

BY: _____
Raul E. Sesin, PE, CFM

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Drainage District No 1 Board of Directors Court on _____ as indicated below and effective as of ____ day of _____, 2017.

THE LABORATORY:



By: Jacinto Garza, P.E.
President / C.E.O.

**HIDALGO COUNTY DRAINAGE
DISTRICT NO 1:**

Ramon Garcia
CHAIRMAN OF THE BOARD

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

By: _____

ATTACHMENTS:

- Exhibit A – Services to be provided by Owner
- Exhibit B – Services to be provided by Laboratory
- Exhibit C – Omitted
- Exhibit D – Cost Proposal

EXHIBIT A

Scope of 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 Projects.

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.
- 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

SECTION 1 – CONSTRUCTION PHASE SERVICES

(Function Code 320)

CONSTRUCTION INSPECTION SERVICES:

N/A

CONSTRUCTION MATERIAL TESTING:

The LABORATORY will provide the OWNER with construction material testing services for the Project. The services to be provided include sampling and testing of all construction materials as required by the project plans and specifications. All sampling frequencies and test procedures will be performed in general accordance with the Texas Department of Transportation TEX methods (or ASTM methods as required) as outlined in the Guide Schedule for Sampling and Testing (08/10) or Project Plans and Specifications (or as directed by the OWNER). The construction material testing includes, but is not limited to the following:

- (a) Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
- (b) Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- (c) Field sampling and testing of fresh concrete, and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- (d) Field compaction testing of asphalt to ensure proper compaction during lay down operations.
- (e) Field inspection, sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.
- (f) Any additional laboratory testing as required/requested by the OWNER and the project plans and specifications.
- (g) Providing accurate and timely reports to the OWNER and all/other recipients as designated by the OWNER.

EXHIBIT B

Scope of Services to be provided by the Laboratory

SECTION 2 – ADDITIONAL RESONSIBILITIES

Document and Information Exchange

CMT Reports and Inspection documentation shall be provided in PDF format.

Two copies of the documentation shall be provided to the OWNER.

If required, the LABORTORY shall provide to the OWNER, an electronic medium (CD/DVD/USB) that contains all the CMT Reports and Inspection documentation for the project.

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

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

<u>Service</u>	<u>Office Location</u>
CMT	Mercedes Office
Inspection	Mission Office

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

EXHIBIT B

Scope of Services to be provided by the Laboratory

APPENDIX A – GENERAL SERVICES OUTLINE

The following is a general outline of the services to be provided by the LABORATORY in providing Construction Materials Testing Services, and Construction Inspection Services:

A. Construction/Maintenance Phase:

- 1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of researching geotechnical investigation report recommendations 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 project as required by the project plans and specifications and/or specified by the project design Laboratory.
- 4) Review all material designs as requested by the OWNER and/or project design Laboratory.
- 5) Furnish the OWNER all necessary reports for construction and maintenance projects.
- 6) Provide construction inspection and observation services as requested by the OWNER on construction and maintenance projects.

B. Miscellaneous/Other:

- 1) 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 tests were made.
- 2) The plans, specifications, and CMT reports 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.
- 3) 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.

Exhibit "D"
L&G Engineering
Lucero Del Norte Subd Drainage Imp. Project (CMT)
Prepared for Hidalgo County Drainage District No. 1

Pipe Haunch Soils Testing - Laboratory					
Moisture Density Relat (ASTM D 698)	1	Each	\$211.99	\$211.99	<i>quantity based on 2 site visits to obtain samples of Pipe Haunch Soils for laboratory testing</i>
Atterberg Limits of Soils	2	Each	\$82.05	\$164.10	
Material Finer #200	2	Each	\$68.46	\$136.92	
Test Report	2	Each	\$24.30	\$48.60	
Soil & Aggregate Tech	4	Hour	\$52.88	\$211.52	
Mileage (Trip Charge)	40	Miles	\$0.56	\$22.40	
Subtotal:				\$795.53	
Pipe Haunch Soils Testing - Field					
Field Density Test	4	Each	\$23.91	\$95.64	<i>quantity based on 2 site visits to perform Field Density and Thickness Testing (avg 2 tests per visit)</i>
Test Report	2	Each	\$24.30	\$48.60	
Soil & Aggregate Tech	4	Hour	\$52.88	\$211.52	
Mileage (Trip Charge)	40	Miles	\$0.56	\$22.40	
Subtotal:				\$378.16	
Trench Backfill Soils Testing - Laboratory					
Moisture Density Relat (ASTM D 698)	1	Each	\$211.99	\$211.99	<i>quantity based on 2 site visits to obtain samples of Trench Backfill Soils for laboratory testing</i>
Atterberg Limits of Soils	2	Each	\$82.05	\$164.10	
Material Finer #200	2	Each	\$68.46	\$136.92	
Test Report	2	Each	\$24.30	\$48.60	
Soil & Aggregate Tech	4	Hour	\$52.88	\$211.52	
Mileage (Trip Charge)	40	Miles	\$0.56	\$22.40	
Subtotal:				\$795.53	
Trench Backfill Soils Testing - Field					
Field Density Test	24	Each	\$24.63	\$591.12	<i>quantity based on 6 site visits to perform Field Density and Thickness Testing (avg 4 tests per visit)</i>
Test Report	6	Each	\$24.30	\$145.80	
Soil & Aggregate Tech	18	Hour	\$52.88	\$951.84	
Mileage (Trip Charge)	120	Miles	\$0.56	\$67.20	
Subtotal:				\$1,755.96	
Subgrade Testing - Field (Roadway Crossings Only)					
Field Density Test	6	Each	\$24.63	\$147.78	<i>quantity based on 1 site visit to perform Field Density and Thickness Testing for Subgrade (avg 6 tests per visit)</i>
Test Report	1	Each	\$24.30	\$24.30	
Soil & Aggregate Tech	4	Hour	\$52.88	\$211.52	
Mileage (Trip Charge)	20	Miles	\$0.56	\$11.20	
Subtotal:				\$394.80	

Flexible Base (Item 247) Testing - Laboratory (Roadway Crossings Only)

Moisture Density Relationship (TxDOT)	1	Each	\$218.97	\$218.97	<i>Quantity based on 1 site visit to obtain sample for laboratory testing</i>
Atterberg Limits of Soils	1	Each	\$82.05	\$82.05	
Particle Size Analysis (Gradation)	1	Each	\$98.63	\$98.63	
Texas Wet Ball Mill	1	Each	\$239.53	\$239.53	
Triaxial Compression	1	Each	\$360.50	\$360.50	
Soil & Aggregate Tech	8	Hour	\$52.88	\$423.04	
Test Report	3	Each	\$24.30	\$72.90	
Mileage (Trip Charge)	20	Miles	\$0.56	\$11.20	
Subtotal:				<u>\$1,506.82</u>	

Flexible Base (Item 247) Testing - Field (Roadway Crossings Only)

Field Density Test	6	Each	\$24.63	\$147.78	<i>Quantities based on 1 site visit to perform in-place testing (avg 6 tests per visit)</i>
Test Report	1	Each	\$24.30	\$24.30	
Soil & Aggregate Tech	4	Hour	\$52.88	\$211.52	
Mileage (Trip Charge)	20	Miles	\$0.56	\$11.20	
Subtotal:				<u>\$394.80</u>	

Hot Mix Asphalt Paving - Cut & Restore Areas (Roadway Crossings Only)

Extraction/Sieve Analysis/AC%	1	Each	\$239.45	\$239.45
MaximumTheor. Specific Gravity	1	Each	\$92.70	\$92.70
Asphalt Rolling Patterns	1	Each	\$41.06	\$41.06
Coring/ACP Thickness	2	Each	\$68.46	\$136.92
Density of Cores (Set of 2)	2	Each	\$75.23	\$150.46
In-Place Air Voids	2	Each	\$25.75	\$51.50
Asphalt Technician	4	Hour	\$52.88	\$211.52
Mileage (Trip Charge)	20	Miles	\$0.56	\$11.20
Test Report	4	Each	\$24.30	\$97.20
Subtotal:				<u>\$1,032.01</u>

Concrete Placements

Cyl. Spec. Prep, Hold, Cure	16	Each	\$12.36	\$197.76	<i>Assuming 4 Trips sample pickup and deliver to laboratory for Compression Testing</i>
Comp. Str. Of Cyl. Specimen	16	Each	\$16.40	\$262.40	
Test Reports (7 and 28 day)	8	Each	\$24.30	\$194.40	
Concrete Technician	8	Hour	\$52.88	\$423.04	
Mileage (Trip Charge)	80	Miles	\$0.56	\$44.80	
Subtotal:				<u>\$1,122.40</u>	

Estimated Field and Laboratory Test Fees				\$8,176.01
Admin/Clerical (Report Review)(Hr.)	8		\$62.21	\$497.68
Engineering Lab Mgr. (Report Review)(Hr.)	8		\$105.76	\$846.08
Project Engineer (Report Review)(Hr.)	8		\$133.76	\$1,070.08
Estimated Materials Testing Total				<u>\$10,589.85</u>

HIDALGO COUNTY DRAINAGE DISTRICT NO 1
Professional Construction Material Testing Laboratory Services
For On-Call CMT Services (Pct #2, Pct #3, Pct #4 & HCDD#1 Master Drainage
System) Professional Agreement

WORK AUTHORIZATION NO. 9

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**, action herein by and through the **Board of Directors**, hereinafter called the “**Owner**,” and, L&G Consulting Engineers, Inc. professional Laboratory’s of Texas, hereinafter called “**Laboratory**”.

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide On-Call CMT Services for the Schunior Drainage Improvement Project.

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 **Laboratory** is identified in **EXHIBIT “B” – Scope of Services to be Provided by the Laboratory** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is \$8,050.58. 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 Laboratory for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 3 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 9 shall be funded through funding source:

Account No. _ _ _ _ _

Requisition Number _____ (**MUST BE INCLUDED AFTER CC APPROVAL**)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate on the earlier of _____ or **upon completion of scope 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 Hidalgo County Drainage District No 1, General Manager, Raul E. Segin, PE, CFM, as to content and detail of this Work Authorization No. 9.

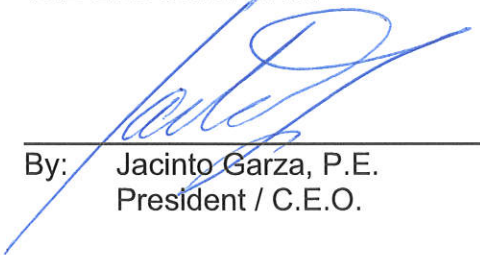
**HIDALGO COUNTY DRAINAGE DISTRICT NO 1
General Manager**

BY: _____
Raul E. Segin, PE, CFM

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Drainage District No 1 Board of Directors Court on _____ as indicated below and effective as of ____ day of _____, 2017.

THE LABORATORY:



By: Jacinto Garza, P.E.
President / C.E.O.

**HIDALGO COUNTY DRAINAGE
DISTRICT NO 1:**

Ramon Garcia
CHAIRMAN OF THE BOARD

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

By: _____

ATTACHMENTS:

- Exhibit A – Services to be provided by Owner
- Exhibit B – Services to be provided by Laboratory
- Exhibit C – Omitted
- Exhibit D – Cost Proposal

EXHIBIT A

Scope of 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 Projects.

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.
- 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

SECTION 1 – CONSTRUCTION PHASE SERVICES

(Function Code 320)

CONSTRUCTION INSPECTION SERVICES:

N/A

CONSTRUCTION MATERIAL TESTING:

The LABORATORY will provide the OWNER with construction material testing services for the Project. The services to be provided include sampling and testing of all construction materials as required by the project plans and specifications. All sampling frequencies and test procedures will be performed in general accordance with the Texas Department of Transportation TEX methods (or ASTM methods as required) as outlined in the Guide Schedule for Sampling and Testing (08/10) or Project Plans and Specifications (or as directed by the OWNER). The construction material testing includes, but is not limited to the following:

- (a) Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
- (b) Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- (c) Field sampling and testing of fresh concrete, and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- (d) Field compaction testing of asphalt to ensure proper compaction during lay down operations.
- (e) Field inspection, sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.
- (f) Any additional laboratory testing as required/requested by the OWNER and the project plans and specifications.
- (g) Providing accurate and timely reports to the OWNER and all/other recipients as designated by the OWNER.

EXHIBIT B

Scope of Services to be provided by the Laboratory

SECTION 2 – ADDITIONAL RESONSIBILITIES

Document and Information Exchange

CMT Reports and Inspection documentation shall be provided in PDF format.

Two copies of the documentation shall be provided to the OWNER.

If required, the LABORTORY shall provide to the OWNER, an electronic medium (CD/DVD/USB) that contains all the CMT Reports and Inspection documentation for the project.

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

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

<u>Service</u>	<u>Office Location</u>
CMT	Mercedes Office
Inspection	Mission Office

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

EXHIBIT B

Scope of Services to be provided by the Laboratory

APPENDIX A – GENERAL SERVICES OUTLINE

The following is a general outline of the services to be provided by the LABORATORY in providing Construction Materials Testing Services, and Construction Inspection Services:

A. Construction/Maintenance Phase:

- 1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of researching geotechnical investigation report recommendations 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 project as required by the project plans and specifications and/or specified by the project design Laboratory.
- 4) Review all material designs as requested by the OWNER and/or project design Laboratory.
- 5) Furnish the OWNER all necessary reports for construction and maintenance projects.
- 6) Provide construction inspection and observation services as requested by the OWNER on construction and maintenance projects.

B. Miscellaneous/Other:

- 1) 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 tests were made.
- 2) The plans, specifications, and CMT reports 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.
- 3) 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.

Exhibit "D"
L&G Engineering
Schunior Drainage Imp. Project (CMT)
Prepared for Hidalgo County Drainage District No. 1

Pipe Haunch Soils Testing - Laboratory					
Moisture Density Relat (ASTM D 698)	1	Each	\$211.99	\$211.99	<i>quantity based on 2 site visits to obtain samples of Pipe Haunch Soils for laboratory testing</i>
Atterberg Limits of Soils	2	Each	\$82.05	\$164.10	
Material Finer #200	2	Each	\$68.46	\$136.92	
Test Report	2	Each	\$24.30	\$48.60	
Soil & Aggregate Tech	4	Hour	\$52.88	\$211.52	
Mileage (Trip Charge)	40	Miles	\$0.56	\$22.40	
Subtotal:				\$795.53	
Pipe Haunch Soils Testing - Field					
Field Density Test	4	Each	\$23.91	\$95.64	<i>quantity based on 2 site visits to perform Field Density and Thickness Testing (avg 2 tests per visit)</i>
Test Report	2	Each	\$24.30	\$48.60	
Soil & Aggregate Tech	4	Hour	\$52.88	\$211.52	
Mileage (Trip Charge)	40	Miles	\$0.56	\$22.40	
Subtotal:				\$378.16	
Trench Backfill Soils Testing - Laboratory					
Moisture Density Relat (ASTM D 698)	1	Each	\$211.99	\$211.99	<i>quantity based on 2 site visits to obtain samples of Trench Backfill Soils for laboratory testing</i>
Atterberg Limits of Soils	2	Each	\$82.05	\$164.10	
Material Finer #200	2	Each	\$68.46	\$136.92	
Test Report	2	Each	\$24.30	\$48.60	
Soil & Aggregate Tech	4	Hour	\$52.88	\$211.52	
Mileage (Trip Charge)	40	Miles	\$0.56	\$22.40	
Subtotal:				\$795.53	
Trench Backfill Soils Testing - Field					
Field Density Test	16	Each	\$24.63	\$394.08	<i>quantity based on 4 site visits to perform Field Density and Thickness Testing (avg 4 tests per visit)</i>
Test Report	4	Each	\$24.30	\$97.20	
Soil & Aggregate Tech	12	Hour	\$52.88	\$634.56	
Mileage (Trip Charge)	80	Miles	\$0.56	\$44.80	
Subtotal:				\$1,170.64	
Flexible Base (Item 247) Testing - Laboratory (Dillon Rd)					
Moisture Density Relationship (TxDOT)	1	Each	\$218.97	\$218.97	<i>Quantity based on 1 site visit to obtain sample for laboratory testing</i>
Atterberg Limits of Soils	1	Each	\$82.05	\$82.05	
Particle Size Analysis (Gradation)	1	Each	\$98.63	\$98.63	
Texas Wet Ball Mill	1	Each	\$239.53	\$239.53	
Triaxial Compression	1	Each	\$360.50	\$360.50	
Soil & Aggregate Tech	8	Hour	\$52.88	\$423.04	
Test Report	3	Each	\$24.30	\$72.90	
Mileage (Trip Charge)	20	Miles	\$0.56	\$11.20	
Subtotal:				\$1,506.82	
Flexible Base (Item 247) Testing - Field (Dillon Rd)					
Field Density Test	2	Each	\$24.63	\$49.26	<i>Quantities based on 1 site visit to perform in-place testing (avg 2 tests per visit)</i>
Test Report	1	Each	\$24.30	\$24.30	
Soil & Aggregate Tech	2	Hour	\$52.88	\$105.76	
Mileage (Trip Charge)	20	Miles	\$0.56	\$11.20	
Subtotal:				\$190.52	

Concrete Placements - Riprap

Cyl. Spec. Prep, Hold, Cure	20	Each	\$12.36	\$247.20	<i>Assuming 5 Trips sample pickup and deliver to laboratory for Compression Testing</i>
Comp. Str. Of Cyl. Specimen	20	Each	\$16.40	\$328.00	
Test Reports (7 and 28 day)	10	Each	\$24.30	\$243.00	
Concrete Technician	10	Hour	\$52.88	\$528.80	
Mileage (Trip Charge)	100	Miles	\$0.56	\$56.00	
Subtotal:				\$1,403.00	

Estimated Field and Laboratory Test Fees				\$6,240.20
Admin/Clerical (Report Review)(Hr.)	6		\$62.21	\$373.26
Engineering Lab Mgr. (Report Review)(Hr.)	6		\$105.76	\$634.56
Project Engineer (Report Review)(Hr.)	6		\$133.76	\$802.56
Estimated Materials Testing Total				\$8,050.58

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 Drainage District No 1, General Manager, Raul E. Segin, PE, CFM, as to content and detail of this Work Authorization No. 10.

**HIDALGO COUNTY DRAINAGE DISTRICT NO 1
General Manager**

BY: _____
Raul E. Segin, PE, CFM

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Drainage District No 1 Board of Directors Court on _____ as indicated below and effective as of _____ day of _____, 2017.

THE LABORATORY:



By: Jacinto Garza, P.E.
President / C.E.O.

**HIDALGO COUNTY DRAINAGE
DISTRICT NO 1:**

Ramon Garcia
CHAIRMAN OF THE BOARD

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez, L.L.P.

By: _____

ATTACHMENTS:

- Exhibit A – Services to be provided by Owner
- Exhibit B – Services to be provided by Laboratory
- Exhibit C – Omitted
- Exhibit D – Cost Proposal

EXHIBIT A

Scope of 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 Projects.

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.
- 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

SECTION 1 – CONSTRUCTION PHASE SERVICES

(Function Code 320)

CONSTRUCTION INSPECTION SERVICES:

N/A

CONSTRUCTION MATERIAL TESTING:

The LABORATORY will provide the OWNER with construction material testing services for the Project. The services to be provided include sampling and testing of all construction materials as required by the project plans and specifications. All sampling frequencies and test procedures will be performed in general accordance with the Texas Department of Transportation TEX methods (or ASTM methods as required) as outlined in the Guide Schedule for Sampling and Testing (08/10) or Project Plans and Specifications (or as directed by the OWNER). The construction material testing includes, but is not limited to the following:

- (a) Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
- (b) Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- (c) Field sampling and testing of fresh concrete, and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- (d) Field compaction testing of asphalt to ensure proper compaction during lay down operations.
- (e) Field inspection, sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.
- (f) Any additional laboratory testing as required/requested by the OWNER and the project plans and specifications.
- (g) Providing accurate and timely reports to the OWNER and all/other recipients as designated by the OWNER.

EXHIBIT B

Scope of Services to be provided by the Laboratory

SECTION 2 – ADDITIONAL RESONSIBILITIES

Document and Information Exchange

CMT Reports and Inspection documentation shall be provided in PDF format.

Two copies of the documentation shall be provided to the OWNER.

If required, the LABORTORY shall provide to the OWNER, an electronic medium (CD/DVD/USB) that contains all the CMT Reports and Inspection documentation for the project.

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

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

<u>Service</u>	<u>Office Location</u>
CMT	Mercedes Office
Inspection	Mission Office

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

EXHIBIT B

Scope of Services to be provided by the Laboratory

APPENDIX A – GENERAL SERVICES OUTLINE

The following is a general outline of the services to be provided by the LABORATORY in providing Construction Materials Testing Services, and Construction Inspection Services:

A. Construction/Maintenance Phase:

- 1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of researching geotechnical investigation report recommendations 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 project as required by the project plans and specifications and/or specified by the project design Laboratory.
- 4) Review all material designs as requested by the OWNER and/or project design Laboratory.
- 5) Furnish the OWNER all necessary reports for construction and maintenance projects.
- 6) Provide construction inspection and observation services as requested by the OWNER on construction and maintenance projects.

B. Miscellaneous/Other:

- 1) 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 tests were made.
- 2) The plans, specifications, and CMT reports 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.
- 3) 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.

Exhibit "D"
L&G Engineering
Plena Vista Subd Drainage Imp. Project (CMT)
Prepared for Hidalgo County Drainage District No. 1

Trench Backfill Soils Testing - Laboratory					
Moisture Density Relat (ASTM D 698)	1	Each	\$211.99	\$211.99	<i>quantity based on</i>
Atterberg Limits of Soils	2	Each	\$82.05	\$164.10	<i>2 site visits to</i>
Material Finer #200	2	Each	\$68.46	\$136.92	<i>obtain samples of</i>
Test Report	2	Each	\$24.30	\$48.60	<i>Trench Backfill Soils for</i>
Soil & Aggregate Tech	4	Hour	\$52.88	\$211.52	<i>laboratory testing</i>
Mileage (Trip Charge)	40	Miles	\$0.56	\$22.40	
			Subtotal:	\$795.53	
Trench Backfill Soils Testing - Field					
Field Density Test	16	Each	\$24.63	\$394.08	<i>quantity based on</i>
Test Report	4	Each	\$24.30	\$97.20	<i>4 site visits to perform</i>
Soil & Aggregate Tech	12	Hour	\$52.88	\$634.56	<i>Field Density and Thickness</i>
Mileage (Trip Charge)	80	Miles	\$0.56	\$44.80	<i>Testing</i>
			Subtotal:	\$1,170.64	<i>(avg 4 tests per visit)</i>
Lime Treated Subgrade Testing - Laboratory (Roadway)					
Moisture Density Relat (ASTM D 698)	1	Each	\$211.99	\$211.99	<i>quantity based on</i>
Atterberg Limits of Soils	1	Each	\$82.05	\$82.05	<i>1 site visit to</i>
Material Finer #200	1	Each	\$68.46	\$68.46	<i>obtain samples of</i>
Test Report	1	Each	\$24.30	\$24.30	<i>Lime Treated Subgrade Soils for</i>
Soil & Aggregate Tech	2	Hour	\$52.88	\$105.76	<i>laboratory testing</i>
Mileage (Trip Charge)	20	Miles	\$0.56	\$11.20	
			Subtotal:	\$503.76	
Lime Treated Subgrade Testing - Field (Roadway)					
Field Density Test	4	Each	\$24.63	\$98.52	<i>quantity based on</i>
Test Report	2	Each	\$24.30	\$48.60	<i>2 site visit to perform</i>
Soil & Aggregate Tech	8	Hour	\$52.88	\$423.04	<i>Field Density and Thickness</i>
Mileage (Trip Charge)	40	Miles	\$0.56	\$22.40	<i>Testing for Subgrade</i>
			Subtotal:	\$592.56	<i>(avg 2 tests per visit)</i>
Flexible Base (Caliche) Testing - Laboratory (Roadway)					
Moisture Density Relationship (TxDOT)	1	Each	\$218.97	\$218.97	<i>quantity based on</i>
Atterberg Limits of Soils	1	Each	\$82.05	\$82.05	<i>1 site visit to</i>
Particle Size Analysis (Gradation)	1	Each	\$98.63	\$98.63	<i>obtain samples of</i>
Texas Wet Ball Mill	1	Each	\$239.53	\$239.53	<i>Flexible Base Soils for</i>
Triaxial Compression	1	Each	\$360.50	\$360.50	<i>laboratory testing</i>
Soil & Aggregate Tech	8	Hour	\$52.88	\$423.04	
Test Report	3	Each	\$24.30	\$72.90	
Mileage (Trip Charge)	20	Miles	\$0.56	\$11.20	
			Subtotal:	\$1,506.82	
Flexible Base (Caliche) Testing - Field (Roadway)					
Field Density Test	4	Each	\$24.63	\$98.52	<i>quantity based on</i>
Test Report	2	Each	\$24.30	\$48.60	<i>2 site visit to perform</i>
Soil & Aggregate Tech	8	Hour	\$52.88	\$423.04	<i>Field Density and Thickness</i>
Mileage (Trip Charge)	40	Miles	\$0.56	\$22.40	<i>Testing for Flex Base</i>
			Subtotal:	\$592.56	<i>(avg 2 tests per visit)</i>

Hot Mix Asphalt Paving - All (Roadway)

Extraction/Sieve Analysis/AC%	1	Each	\$239.45	\$239.45
MaximumTheor. Specific Gravity	1	Each	\$92.70	\$92.70
Asphalt Rolling Patterns	8	Each	\$41.06	\$328.48
Coring/ACP Thickness	16	Each	\$68.46	\$1,095.36
Density of Cores (Set of 2)	16	Each	\$75.23	\$1,203.68
In-Place Air Voids	16	Each	\$25.75	\$412.00
Asphalt Technician	22	Hour	\$52.88	\$1,163.36
Mileage (Trip Charge)	140	Miles	\$0.56	\$78.40
Test Report	17	Each	\$24.30	\$413.10
Subtotal:				\$5,026.53

Concrete Placements

Cyl. Spec. Prep, Hold, Cure	24	Each	\$12.36	\$296.64	<i>Assuming 6 Trips sample pickup and deliver to laboratory for Compression Testing</i>
Comp. Str. Of Cyl. Specimen	24	Each	\$16.40	\$393.60	
Test Reports (7 and 28 day)	24	Each	\$24.30	\$583.20	
Concrete Technician	12	Hour	\$52.88	\$634.56	
Mileage (Trip Charge)	120	Miles	\$0.56	\$67.20	
Subtotal:				\$1,975.20	

Estimated Field and Laboratory Test Fees				\$12,163.60
Admin/Clerical (Report Review)(Hr.)	14		\$62.21	\$870.94
Engineering Lab Mgr. (Report Review)(Hr.)	14		\$105.76	\$1,480.64
Project Engineer (Report Review)(Hr.)	14		\$133.76	\$1,872.64
Estimated Materials Testing Total				<u>\$16,387.82</u>

AI -59816

18.

DRAINAGE DISTRICT

Meeting Date: 05/16/2017

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval of Work Authorization No. 4 to Agreement No. C-HCDD1-17-002-01-10; with Halff Associates in the amount of \$18,639.50, as it relates to Geo-Tech Services for the design of New Administration Facility and Site Improvements project.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Salinas	05/12/2017 05:17 PM
Form Started By: Jaime Salazar		Started On: 05/11/2017 02:20 PM
Final Approval Date: 05/12/2017		

AI -59833

19.

DRAINAGE DISTRICT

Meeting Date: 05/16/2017

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval of Work Authorization No. 4 to Agreement No. C-17-002-01-10, with Halff Associates in the amount of \$18,639.50, as it relates to Geo-Tech services for HCDD1 New Administration Building and approval of Sub Consultant Millennium Engineers Group.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Salinas	05/12/2017 05:17 PM
Form Started By: Jaime Salazar		Started On: 05/12/2017 09:18 AM
Final Approval Date: 05/12/2017		

AI -59724

20. C.

DRAINAGE DISTRICT

Meeting Date: 05/16/2017

Submitted By: Monica Salinas,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CCD-0343-H; State of Texas v D&S Bell Enterprises, Ltd., et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Salinas	05/12/2017 05:17 PM
Form Started By: Monica Salinas		Started On: 05/05/2017 01:58 PM
Final Approval Date: 05/12/2017		

AI -59725

21. C.

DRAINAGE DISTRICT

Meeting Date: 05/16/2017

Submitted By: Monica Salinas,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CCD-0343-H; State of Texas v D&S Bell Enterprises, Ltd., et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Salinas	05/12/2017 05:17 PM
Form Started By: Monica Salinas		Started On: 05/05/2017 01:58 PM
Final Approval Date: 05/12/2017		