

UNIMPROVED PROPERTY CONTRACT

1. **PARTIES:** The parties to this contract are La Muneca Ranches, L.L.C., a Texas limited liability company (Seller) and County of Hidalgo (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.
2. **PROPERTY:** Surface only of a 5.86 acre tract, lying in and being a part of Tract 84, San Salvador del Tule Grant, Hidalgo County, Texas, known as FM 1017, Hidalgo County, Texas, or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships (the Property).

RESERVATIONS: Seller shall reserve unto itself all oil, gas and other minerals in, under, and that may be produced from the Property, however, Seller (but only to the extent of Seller's and Seller's successors and assigns, title or interest in such minerals) waives any and all rights to use the surface of the Property, and agrees, in conducting any operations with respect to the exploration for and/or production, processing, transporting and/or marketing of oil, gas or other minerals under the Property, not to use or occupy any portion of the surface of the Property and not to place any fixtures, equipment, building or structures on the surface of the Property or travel upon or across the Property; provided, however, that nothing herein contained shall be construed to waive, release or relinquish any right, title or interest of Seller in and to the oil, gas and other minerals held by Seller, or the right of Seller to exploit, develop or produce the same with wells drilled at surface locations off the Property, including but not limited to, directional wells bottomed beneath or drilled through the subsurface of the Property by pooling the Property with adjoining lands.

3. **SALES PRICE:**

A.	Cash portion of Sales Price payable by Buyer at closing	\$ <u>144,097.40</u>
B.	Sum of all financing described in the attached: Not Applicable	\$
C.	Sales Price (Sum of A and B)	\$ <u>144,097.40</u>

4. **LICENSE HOLDER DISCLOSURE:** Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: N/A
5. **EARNEST MONEY:** Upon execution of contract by all parties, Buyer shall deposit the sum of \$1,000.00 as earnest money with Meyer & Guerrero, LLP Iolita Account, as

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escrow agent, at 308 N. 15th St., McAllen, Texas 78501. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default.

6. TITLE POLICY AND SURVEY:

A. **TITLE POLICY:** Seller shall furnish to Buyer at Seller's expense an owner policy of title insurance (Title Policy) issued by Edwards Abstract & Title Company (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
- (2) The standard printed exception for standby fees, taxes and assessments.
- (3) Liens created as part of the financing described in Paragraph 3.
- (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
- (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
- (6) The standard printed exception as to marital rights.
- (7) The standard printed exception as to waters, tidelands, beaches, streams and related matters.
- (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements: will not be amended or deleted from the title policy.

B. **COMMITMENT:** Within 14 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If, due to factors beyond Seller's control, the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

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- C. SURVEY: Not required.
- D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (8) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity: N/A. Buyer must object the earlier of (i) the Closing Date or (ii) 7 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party lender within 15 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer waives the objections.
- E. TITLE NOTICES:
- (1) ABSTRACT OR TITLE POLICY: Buyer is advised to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instrument may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**
Section 207.003, Property Code, entitles an owner to receive copies of any

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document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owner's Association should be used.

- (3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may

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be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

- (7) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Subchapter A, Chapter 372, Local Government Code, or Chapter 382. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.
- (8) **TEXAS AGRICULTURAL DEVELOPMENT DISTRICT:** The property is not located in a Texas Agricultural District. For additional information, contact the Texas Department of Agriculture.
- (9) **TRANSFER FEES:** If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) **PROPANE GAS SYSTEM SERVICE AREA:** If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (11) **NOTICE OF WATER LEVEL FLUCTUATIONS:** If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or(2) drought or flood conditions."

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7. PROPERTY CONDITION:

A. **ACCESS, INSPECTIONS AND UTILITIES:** Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. **ACCEPTANCE OF PROPERTY CONDITION:** "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

Buyer accepts the Property As Is.

A clause, substantially as follows, will be incorporated into the deed described in Section 9(b)(1):

NOTWITHSTANDING THE FOREGOING, GRANTEE IS PURCHASING THE PROPERTY "AS IS" WITH ALL FAULTS AND DEFECTS, AND GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR IS SELLING AND CONVEYING TO GRANTEE, AND GRANTEE IS ACCEPTING, THE PROPERTY "AS IS, WHERE IS", WITH ALL FAULTS AND DEFECTS IN THIS CONNECTION, GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION: THE NATURE, QUALITY OR CONDITION, PHYSICAL OR ENVIRONMENTAL, OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, OR THE PRESENCE OR ABSENCE OF ANY POLLUTANT, TOXIC OR HAZARDOUS WASTE, GAS OR SUBSTANCE, OR SOLID WASTE ON OR ABOUT THE PROPERTY, THE INCOME TO BE DERIVED FROM THE PROPERTY, THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY INTEND TO CONDUCT THEREON, THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION (SPECIFICALLY INCLUDING, WITHOUT LIMITATION, ALL ENVIRONMENTAL PROTECTION, HAZARDOUS OR CONTROLLED MATERIALS OR SUBSTANCES,

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POLLUTION OR LAND USE LAWS, RULES, ORDINANCES OR REGULATIONS), THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, MATTERS OF TITLE (OTHER THAN GRANTOR'S WARRANTY OF TITLE SET FORTH HEREIN), ZONING, TAX CONSEQUENCES, AVAILABILITY OF ACCESS, INGRESS OR EGRESS TO THE PROPERTY, VALUE OF THE PROPERTY, OR ANY OTHER MATTER RELATED TO OR CONCERNING THE PROPERTY; AND GRANTEE HEREBY RELEASES GRANTOR FROM AND SHALL NOT SEEK RECOURSE AGAINST GRANTOR ON ACCOUNT OF ANY LOSS, COST OR EXPENSE SUFFERED OR INCURRED BY GRANTEE WITH REGARD TO ANY OF THE MATTERS DESCRIBED ABOVE. GRANTEE ACKNOWLEDGES THAT GRANTEE IS A KNOWLEDGEABLE GRANTEE OF REAL ESTATE, AND, MORE SPECIFICALLY, THIS PROPERTY IN PARTICULAR, AND, HAVING BEEN GIVEN OPPORTUNITIES TO INSPECT THE PROPERTY, IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY REPRESENTATION OR WARRANTY MADE OR INFORMATION PROVIDED BY GRANTOR, AND GRANTEE ASSUMES THE RISK THAT ADVERSE MATTERS CONCERNING THE PROPERTY MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS. GRANTEE FURTHER ACKNOWLEDGES THAT NO INDEPENDENT INVESTIGATION OR VERIFICATION HAS BEEN MADE BY GRANTOR WITH RESPECT TO ANY INFORMATION SUPPLIED BY GRANTOR CONCERNING THE PROPERTY, AND GRANTOR MAKES NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, IT BEING INTENDED BY THE PARTIES THAT GRANTEE VERIFIED THE ACCURACY AND COMPLETENESS OF SUCH INFORMATION ITSELF. GRANTEE ACKNOWLEDGES THAT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS PARAGRAPH ARE AN INTEGRAL PORTION OF THIS DEED AND A MATERIAL FACTOR IN THE DETERMINATION OF THE PURCHASE PRICE FOR THE PROPERTY, AND THAT GRANTOR WOULD NOT HAVE AGREED TO SELL THE PROPERTY TO GRANTEE FOR THE PURCHASE PRICE WITHOUT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS PARAGRAPH.

ONCE CLOSING HAS OCCURRED, GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY DURING GRANTOR'S OR GRANTEE'S PERIOD OF OWNERSHIP, INCLUDING, BUT NOT LIMITED TO, LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. GRANTEE RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

- C. COMPLETION OF REPAIRS: Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii)

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all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.

D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

8. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. **CLOSING:**

A. The closing of the sale will be on or before October 15, 2018, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close this sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales price in good funds acceptable to the escrow agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans

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will not be in default.

10. POSSESSION:

- A. Buyer's Possession: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.
- B. Leases:
- (1) After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.
- (2) If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s) and any move-in condition form signed by the tenant within 7 days after the Effective Date of the contract.

11. SPECIAL PROVISIONS:

12. SETTLEMENT AND OTHER EXPENSES:

- A. The following expenses must be paid at or prior to closing:
- (1) Expenses payable by Seller (Seller's Expenses):
- (a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.
- (b) Seller shall also pay an amount not to exceed ~~\$-0-~~ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to Buyer's Expenses as allowed by the lender.
- (2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses

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incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veteran's Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

A. **PRORATIONS:** Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

B. **ROLLBACK TAXES:** If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may as its exclusive remedy terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer may at its exclusive remedy terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

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16. **MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
17. **ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.
18. **ESCROW:**
- A. **ESCROW:** The escrow agent is not (I) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.
- B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.
- C. **DEMAND:** Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.
- D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for liquidated damages in an amount equal to the sum of: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

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308 North 15th St., McAllen, Texas 78501
Phone: (956) 631-8121
Fax: (956) 631-1489
E-mail: meygue@aol.com

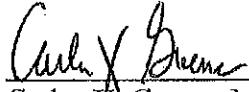
Buyer's
Attorney is: _____

Phone: (956) _____
Fax: (956) _____
E-mail: _____

EXECUTED the ____ day of September, 2018. (EFFECTIVE DATE). (ATTORNEY
FILL IN THE DATE OF FINAL ACCEPTANCE.)

SELLER

La Muneca Ranches, L.L.C., a Texas limited liability company,



Carlos X. Guerra, Manager

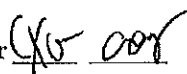


Carlos X. Guerra, Jr., Manager

BUYER

County of Hidalgo

Name: _____
Its: County Chief Executive Officer

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CONTRACT AND EARNEST MONEY RECEIPT

Receipt of [] Contract and [] \$1,000.00 Earnest Money in the form of _____ is acknowledged.

Escrow Agent: Meyer & Guerrero, LLP Iolta Acct. Dated: September _____, 2018

By: _____
308 N. 15th St.
McAllen, Texas 78501

E-mail Address: lbalderas308@aol.com
Phone: (956) 631-8121
Fax: (956) 631-1489

PREPARED IN THE OFFICE OF:

MEYER & GUERRERO, LLP
308 North 15th St.
McAllen, Texas 78501
Tel: (956) 631-8121
Fax: (956) 631-1489

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**5.86-ACRE TRACT IN TRACT 84
OF SAN SALVADOR DEL TULE
GRANT, HIDALGO COUNTY**

Survey Date: Oct. 2017

METES AND BOUNDS DESCRIPTION

For

A 5.86 acre tract, lying in and being a part of Tract 84, San Salvador del Tule Grant vol. 10, Pg. 58-60 H.C.M.R. and therein described by metes and bounds as follows;

A 5.86 acre tract of land lying in and being a part of Tract 84, San Salvador Del Tule Grant, Hidalgo County, Texas as per map recorded in Volume 10, Pages 58-60, Hidalgo County Map Records (H.C.M.R.), and also being a part of lands belonging to Guerra Brothers Master Partnership referenced in Doc. #2506488 and said 5.86 acre tract being more particularly described by metes and bounds:

COMMENCING FOR REFERENCE at a 1/2-inch iron rod found on the most northerly northeast corner of a 10.0 acre tract described in Document #2443360 from Edinburg Consolidated Independent School District to Hidalgo County. **THENCE** South 13° 08' 39" East, along the North boundary line of said 10.0 acre tract, a distance of 586.60 feet to a 5/8-inch iron rod with plastic cap stamped "AA" (hereinafter referred to as "with cap") found for the northwest corner and **POINT OF BEGINNING**; hereof;

THENCE South 13° 08' 39" East, continuing along said bearing, a distance of 1,011.64 feet to a 5/8-inch iron rod set with cap on the north right-of-way of F.M. 1017 for the southeast corner hereof;

THENCE North 55° 40' 27" West, along the north right-of-way of F.M. 1017, a distance of 481.88 feet to a 5/8-inch iron rod found for an angle point hereof;

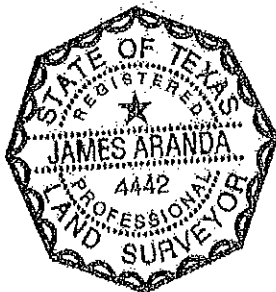
THENCE North 55° 38' 28" West, continuing along said north right-of-way, a distance of 264.89 feet to a 5/8-inch iron rod found on southwest corner hereof;

THENCE North 34° 29' 42" East, a distance of 174.81 feet to a 5/8-inch iron rod found for an angle point hereof;

THENCE North 34° 24' 40" East, a distance of 508.88 feet to **POINT OF BEGINNING** and herein containing 5.86 acres, more or less.

Note: The Point of Beginning of this description has coordinates of X = 1105857.60 and Y = 16729778.46; All Bearings are based on the Texas State Plane Coordinate System, NAD 83, Texas South Zone 4205, as per the Texas RTK Cooperative Network. All coordinates and distances are GRID and may be converted to surface using TxDOT conversion factor 1.00004. Bearings and Distances in () reflect what is shown on recorded documentation.

I, James Aranda, a Registered Professional Land surveyor, hereby certify that the legal description hereon and the accompanying plat of even date represent an actual survey made on the ground under my supervision.

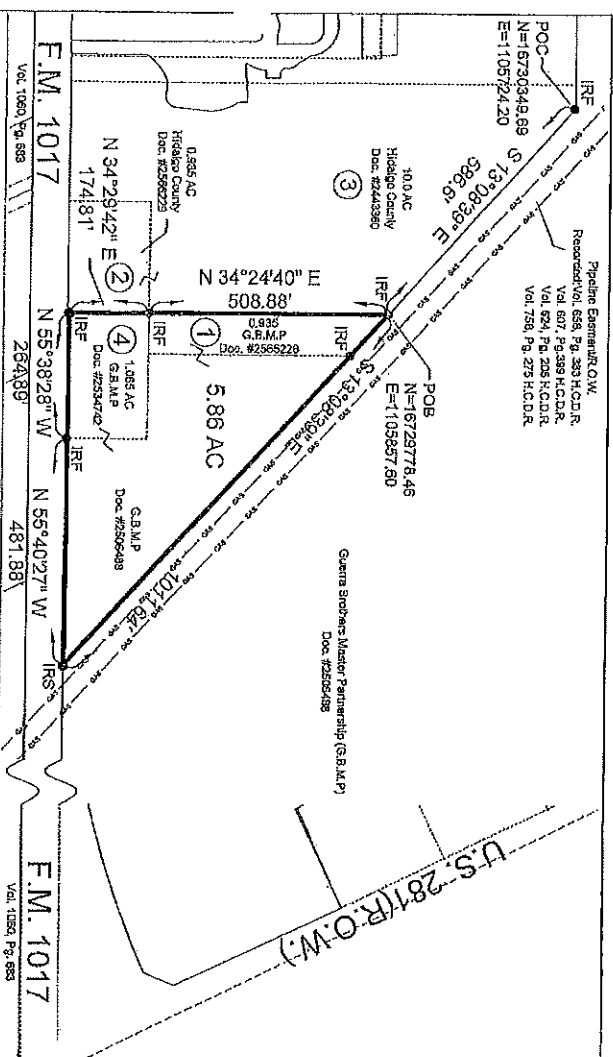


James Aranda
James Aranda R.P.L.S.
Texas Registration No. 4442

10/05/2017
Date

Plat of Boundary Survey:
 Of a 5.88 acre tract, lying in and being a part of Tract 84, San Salvador del Tule Grant Vol. 10, Pg. 68-69 H.C.M.R. (see Metes & Bounds Description on page 1)

Plat of Boundary Survey:



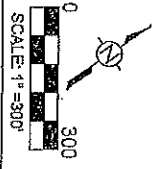
Survey NOTES:

- 1) - Basis of Bearings: Bearings are based on the Texas State Plane Coordinate System, NAD 83, Texas South Zone 4205, as per the Texas RTK Cooperative Network. All coordinates and distances are GRID and may be converted to surface using TXDOT conversion factor 1.000004. Bearings and Distances in () reflect what is shown on recorded documentation.
 - There are no discrepancies, conflicts, shortages in area, encroachments, overlapping (visible or apparent) in boundary lines except as shown.
- 2) - This survey was performed with the benefit of Commonwealth Land Title Insurance Company title commitment GF# 153495, and First American Title Insurance Company title commitment, GF# 153497 & GF# 153498, and Schedule B, Item 10 exceptions are addressed herein.
 - There are no discrepancies, conflicts, shortages in area, encroachments, overlapping (visible or apparent) in boundary lines except as shown.

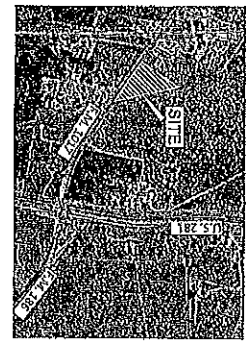
- GF# 153495
- o 10a - as shown
 - o 10b - as shown
 - o 10c - as shown
 - o 10d - as shown
 - o 10e - as shown
- GF# 153497
- o 10a - as shown
 - o 10b - as shown
 - o 10c - as shown
 - o 10d - as shown
 - o 10e - as shown
- GF# 153498
- o 10a - as shown
 - o 10b - as shown
 - o 10c - as shown
 - o 10d - as shown
 - o 10e - as shown
 - o 10f - blanked

LEGEND

- ORIS IRON ROD SET w/CAP AC AIR CONDITIONER
- IRON ROD FOUND TLP LIGHT POLE
- ⊗ MARK FOUND WM WATER METER
- ⊕ Telephone Pedestal () Record Dimensions



- Survey Notes (continued):**
1. 0.935 acres from Hidalgo County to Guerra Brothers Master Partnership, Doc. 2566228 H.C.O.R.
 2. 0.935 acres from Guerra Brothers Master Partnership to Hidalgo County, Doc. 2566229 H.C.O.R.
 3. 10.0 acres from Edinburg Consolidated Independent School District to Hidalgo County, Doc. 2443360, less 0.935 acre, Doc. 2566228, inclusive 0.935, Doc. 2566229 for a total of 10.0 acres.
 4. 1.065 acres being 2.0 acres from Linn-San Manuel Volunteer Fire Department to Guerra Brothers Master Partnership, less 0.935 acres, Doc. 2566229

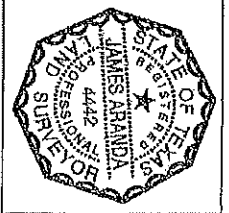


SURVEY SITE, NOT TO SCALE

I, JAMES ARANDA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE AND THE SUBSEQUENT PLAT AND DESCRIPTION TO BE A TRUE AND CORRECT REPRESENTATION OF LAND AS SURVEYED ON THE GROUND UNDER MY DIRECTION AND SUPERSTANTIAL COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B CONDITION IV SURVEY.

Copyright 2017 Aranda and Associates, INC.
 The survey is being provided, solely, to the above named parties and no license is being created, expressed or implied, to transfer or copy this survey for use in any other state's jurisdiction or exchange of the property surveyed. Aranda & Associates, Inc.'s liability is limited to the party/parties named herein. Per the Texas Courts, if provided to a potential buyer, A.A., Inc. will become a third party to any transaction and the seller/risky be held liable for any errors committed herein.

James Aranda
 SIGNATURE
 DATE: 10/09/17



Job No. 17-0046	Page 1 of 1 Pages - Survey Drawing and Certification
Field Work By: JMS/MSJ	Date: 09/21/17
Drawn By: JMS	Date: 10/09/17
Checked By: MS	Date: 10/09/17
Redlined/Modified/Deleted	BY: JA
DATE: 10/09/17	DATE: 10/09/17
Final Plat	BY: JA
	DATE: 10/09/17

This Survey was prepared for: (*)
 County of Hidalgo
 Purpose: Purchase of Property
 Property Address: W. FM 1017, San Manuel, Texas
 ARANDA & ASSOCIATES, INC.
 Registered Professional Surveyors
 1805 S. Loop West, Suite 100
 Edinburg, Texas 78541
 Phone: 361-2000 and 361-4893
 Fax: 361-2000 and 361-4893
 www.arandaandassociates.com

Zimbra

jose.ochoa@co.hidalgo.tx.us

RE: La Muneca Ranches sale of 5.86 acres

From : Steve Crain <scrain@atlashall.com> Thu, Sep 06, 2018 05:39 PM
Subject : RE: La Muneca Ranches sale of 5.86 acres
To : 'jose ochoa' <jose.ochoa@co.hidalgo.tx.us>

The contract should be approved by Commissioners Court.

From: jose ochoa <jose.ochoa@co.hidalgo.tx.us>
Sent: Thursday, September 06, 2018 1:42 PM
To: scrain <scrain@atlashall.com>
Cc: mntrevino <mntrevino@atlashall.com>
Subject: Re: La Muneca Ranches sale of 5.86 acres

Thank You Mr. Crain,

Can the County Executive Officer also initial and sign the Unimproved Property Contract. Also, are the captions for the agenda ok. Please review and advise. Thanks.

From: "scrain" <scrain@atlashall.com>
To: "jose ochoa" <jose.ochoa@co.hidalgo.tx.us>
Sent: Thursday, September 6, 2018 11:21:39 AM
Subject: RE: La Muneca Ranches sale of 5.86 acres

The earnest money contract is OK.

From: jose ochoa <jose.ochoa@co.hidalgo.tx.us>
Sent: Thursday, September 06, 2018 10:49 AM
To: scrain <scrain@atlashall.com>
Cc: mntrevino <mntrevino@atlashall.com>
Subject: Fwd: La Muneca Ranches sale of 5.86 acres

Good Morning Mr. Crain,

On August 21, 2018, Commissioners Court approved the purchase of a 5.86 parcel of land lying in and being a part of Tract 84 of the San Salvador Del Tule Grant from La Muneca Ranches, L.L.C. for the Brewster Park Project in the amount of \$144,097.40 (Attached is agenda with Minutes). The manager of La Muneca Ranches, L.L.C., Carlos Guerra went with his attorney Mr. David Guerrero to draw up an unimproved property contract. Can you please review and see if it is okay as I will have to put it on agenda.

pg 6 Agenda
Item 14

Return

SPECIAL MEETING - August 21, 2018

BE IT REMEMBERED, that on this 21st day of August A.D., 2018, there was begun and held a **SPECIAL MEETING** of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

- | | |
|--|-------------------------------------|
| HONORABLE RAMON GARCIA | HIDALGO COUNTY JUDGE |
| HONORABLE DAVID FUENTES | COMMISSIONER, PRECINCT NO. 1 |
| HONORABLE EDUARDO "EDDIE" CANTU | COMMISSIONER, PRECINCT NO. 2 |
| HONORABLE JOE M. FLORES | COMMISSIONER, PRECINCT NO. 3 |
| HONORABLE JOSEPH PALACIOS | COMMISSIONER, PRECINCT NO. 4 |

and **ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT** of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:



**AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
August 21, 2018
9:30 A.M.**

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

1. **Roll Call**
 Judge Garcia called the meeting to order at 12:01 p.m.
 All members of the court were in attendance.
 Court recessed at 12:01 p.m.
 Court reconvened at 12:02 p.m.
Commissioner Palacios stepped away from the meeting.
2. **Pledge of Allegiance**
 Court recited the Pledge of Allegiance.
3. **Prayer**
 Opening prayer offered by Julia Sullivan.
- 4.

Approval of Consent Agenda

The court moved to approve the consent agenda with the exception of Item.6.A. & B to be pulled for discussion.

5. **District Attorney's Office:**

- A. AI-66107** DA-Victim Coordinator and Liaison Grant (VCLG) (1281)/Criminal DA (1100):
1. Approval to ratify electronic signature submitted on-line for the Victim Coordinator and Liaison Grant (VCLG) Fiscal Year 2019 contract. (2nd year of a two year contract application)

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

2. Approval to accept the VCLG in the amount of \$42,000.00 effective 09/01/2018 through 08/31/2019.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, DAVID FUENTES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 – Unanimously

3. Approval of certification of revenues as certified by the County Auditor for the FY 2019 VCLG.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, DAVID FUENTES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 – Unanimously

4. Approval to appropriate the FY 2019 VCLG funds.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, DAVID FUENTES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 – Unanimously

5. Approval to reclassify fringe benefits expenditures to the Criminal DA - General Fund Account.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, DAVID FUENTES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 – Unanimously

Attachments:

COR
Contract
E-MAIL
AWARD E-MAIL
APPROPRIATION

- B. AI-65940** Victim Coordinator and Liaison Grant (VCLG) (1281):
Approval to continue the payment of salaries for one (1) Victim Assistance Coordinator

currently being paid by the VCLG grant pending the award of the 2018-2019 grant.

No action taken on this item.

Court proceeded to Item.15.A.

Attachments:

**OAG E-MAIL
POSITIONS**

6. County Clerk's Office - Arturo Guajardo, Jr.:

- A. AI-66232** Approval to select additional alternate names for the 2018 Grievance Committee, pursuant to Texas Local Government Code Section 152.015.

Annette Muñiz informed they did select 3 members, however, Mr. Guerra asked they select alternatives.

Alternatives:

Clementina Fuentes Cantu

Erick Alberto Ramirez

Sandra Gonzalez

Adrian Perez

Enrique Hinojosa

Savannah Hinojosa

Ruben Guerrero

Jose Luis Flores

Victoria Martinez

Vanessa Santillan

Christopher Gutierrez

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

Court proceeded to Item.14.B.

7. Constable Pct. #2:

- A. AI-66155** Discussion, consideration, and approval to appoint Alonzo Reyes as a Deputy Constable by Constable Martin N. Cantu, Constable Pct. 2 in accordance with Texas Local Government Code Section 86.011.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

8. Constable Pct. #3:

- A. AI-66171** Constable Pct. 3 - STOP Truancy (1285)
1. Approval of certification of revenues, as certified by County Auditor.

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

2. Approval of appropriation of funds.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, DAVID FUENTES, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 – Unanimously

Attachments:

[ICa-Mission](#)

[ICA-LaJoya](#)

[Appropriation](#)

9. Constable Pct. #4:

A. AI-66197 Constable Pct. #4 - LBSP (1284):

1. Authorization to accept the Approval Notice in reference to Local Border Security Program (LBSP) FY 2019 for the amount of \$70,000.00.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, DAVID FUENTES, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 – Unanimously

2. Authorization and approval for a County Judge, as authorized official, to Electronically accept grant award form and related documents.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

3. Authorization to pay Overtime reimbursable under the grant terms and conditions.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

4. Approval of Certification of Revenues as certified by the County Auditor for the FY 2019 Local Border Security Program (LBSP) Grant.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

5. Approval to appropriate the budget for Constable Pct. #4 Office portion of the FY 2019 Local Border Security Program (LBSP) Grant in the amount of \$70,000.00.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

Attachments:

[SOGA](#)

[budget](#)

[SOGA responsibilities](#)

10. Executive Office:

A.

Presentation for discussion of the following:

- 1) Update on ongoing county owned building construction, relocation and/or renovation repair projects

No updates reported on this items.

- 2) Emergency situations occurring since last agenda meeting

Valde Guerra reported that there was a short in the McAllen Tax-Sub station in the utility room which caused to the office to closed for half a day. All proper measurements were taken and everything was resolved by Saturday.

B.

AI-66193

Requesting approval of Request to Relocate an Official Texas Historical Marker from the Courthouse to Facilities Management Storage due to New Courthouse Construction with authority for Valde Guerra, Executive Officer to sign forms for the following:

1. Sal Del Rey, C.S.A.
2. Padre Miguel Hidalgo y Costilla
3. Hidalgo County (1936)

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval on 1 to 3.

Vote: 5 - 0 - Unanimously

Martha Salazar suggested the court moving the current palm trees and oak trees surrounding the courthouse square and be utilized in other parts of the county or parks.

Attachments:

approved & signed forms

1936

Sal Del Rey

Padre Hidalgo

11. Health & Human Services Department:

A.

Health Care Funding District:

1.

Discussion and/or action, including but not limited to Health Care Funding District and/or Expenditures

No action taken on this item.

B.

Indigent Health Care Program:

1.

Discussion and/or action, including but not limited to Indigent Health Care Program and 1115 Waiver and/or Expenditures

No action taken on this item.

12. Precinct #2 - Comm. Cantu:

A.

AI-66177

1. Requesting authorization and approval to apply for water service with the City of Pharr for 5 Water Meters for the Pct 2 Regional Linear Park-Phase I from S. San Antonio Avenue to Ridge Road.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of

approval.

Vote: 5 - 0 - Unanimously

2. Approval of payment to the City of Pharr in the amount of \$750.00 for the utility deposit to set up 5 water meters, for the Pct 2 Regional Linear Park-Phase I, with authority for the County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

13. **Precinct #3 - Comm. Flores:**

A. AI-66152 Requesting approval of Release of Easement Parcel 37 - FM 494 Project (Shary Road).

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

Court proceeded to Item.15.B.

Attachments:

- Exhibit A- Field Notes**
- Release of Easement - Parcel 37**
- Right of Way Easement**

14. **Precinct #4 - Comm. Palacios:**

A. AI-66167 Discussion, consideration and authorization to purchase a 5.86 parcel of land lying in and being a part of Tract 84 of the San Salvador Del Tule Grant from La Muneca Ranches, L.L.C. for the Brewster Park Project in the amount of \$144,097.40.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

Court proceeded back to Item.7.A.

Attachments:

- Approved Offer**

B. AI-66162 Discussion, consideration, and possible action authorizing Commissioner Joseph Palacios to submit correspondence to the VA Texas Coastal Bend Health Care System, Management Advisory Council and authority to nominate Hidalgo County Veteran's Service Office employees Mr. Emilio De Los Santos and Mr. Alex Figueroa, as alternate, to serve on such advisory council.

Commissioner Joseph Palacios nominated Hidalgo County Veterans Service Office employees Emilio De Los Santos and Alex Figueroa as alternate to served on The VA Texas Valley Coastal Bend Health Care System Management Advisory Council.

De Los Santos said the call center has been up and running and has helped improve health care here in the Valley.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 – Unanimously

Court proceeded back to Item.14.A.

Attachments:

nomination

15. Budget & Management:

A. AI-66176 1. Submission of 2018 effective and rollback tax rates.

Hidalgo County Tax Assessor-Collector Pablo "Paul" Villarreal Jr. informed that the effective tax rate for this year is \$0.5978 and the rollback tax rate is \$0.6387 and last year's tax rate was \$0.58

Villarreal explained that if the court proposed the same rate as last year, there would be no need to conduct public hearings because it would fall below the effective tax rate.

Commissioner Fuentes questioned Sergio Cruz what tax rate has he based the budget presentations as of now. Cruz responded that he has based the budget presentations on the current tax rate of \$0.58

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

Record vote to sustain the current tax rate at \$0.58

AYE: Commissioner David L. Fuentes

AYE: Commissioner Eduardo "Eddie" Cantu

AYE: Judge Ramon Garcia

AYE: Commissioner Joe M. Flores

NAY: None

2. Discussion of 2018 planning calendar.

Cruz explained that because they're below the effective tax rate, no public hearings will be required for this fiscal year.

3. Discussion of 2018 tax rates.

4. Record vote on proposed 2018 tax rate and schedule two (2) public hearings if proposed tax rate exceeds the lower of the effective or rollback rates.

Commissioner Palacios joined the meeting.

Court proceeded to Item.6.A.

Attachments:

Calendar

B. AI-66194 Texas Vine Program (1283):
Discussion, consideration, and action to enter into a Service Agreement Renewal between Appriss and Hidalgo County for the period of September 1, 2017 to August 31, 2018 in the amount of \$28,546.78 and authorization for County Judge to sign the required documents.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 – Unanimously

Attachments:

Appriss Safety VINE Service Agreement Invoice

- C. AI-66203 Request from the Rio Grande Regional Water Planning Group - LRGVDC for local contribution in the amount of \$12,919.10 in support of Region M's Water Planning efforts

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

Commissioner David L. Fuentes disclosed of his recent appointment to the water planning board.

Steven Crain advised the commissioner to abstain from voting on this item just as a precaution.

First motion was rescind.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

Commissioner David L. Fuentes abstained from voting on this item.

Court proceeded back to Item. 16.A.1

Attachments:

Affidavit.
Invoice
Notice

- D. **Budget Appropriations:**

- 1. AI-66195 CC Records Archive (1100): Approval of appropriation of funds from the General Fund Restricted Fund Balance - CC Records Archive for CC Records Archive in the amount of \$299,000.00 to fund the preservation of books.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 – Unanimously

Court proceeded back to Item. 15.C.

Attachments:

Appropriation

Purchasing Department - Notes:

A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FORWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. Hidalgo County

1. AI-66188 Acceptance and approval of a rebate check number 2884454 from Office Depot [through awarded contract with The Cooperative Purchasing Network, aka, TCPN/ECOMM] 2017 rebate 55797022 dated 03/01/18 in the amount of \$ 1,098.31.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 – Unanimously

Attachments:

Rebate check receipt

2. AI-66211 a. Acceptance and approval of Work Authorization No. 2 (with an estimated cost of \$2,257,854.00) as submitted by project engineer, L&G Consulting Engineers, to provide "Engineering Services for preparation for the Traffic Impact Analysis, Environmental Assessment, Public Involvement, Schematic Design, Hydrologic Map, and Disposition of Bus 281 ROW at Courthouse Square for the Roadway and Drainage Improvement assoc. with the Bus 281/SH 107 Intersection Project," through Contract# C-16-199-07-19.

b. Pursuant to current contract with L&G Engineering (Article 14), a request by engineer approving the subcontracting of R.O.W. Surveying Services, LLC. and Ergonomic Transportation Solutions, Inc. in connection with Work Authorization No. 2 for the "Engineering Services for preparation for the Traffic Impact Analysis, Environmental Assessment, Public Involvement, Schematic Design, Hydrologic Map, and Disposition of Bus 281 ROW at Courthouse Square for the Roadway and Drainage Improvement assoc. with the Bus 281/SH 107 Intersection Project."

No action taken on Item. 16.A.2.A & B.

Attachments:

WA#2

B. Pct. 2

1. AI-66206 Pursuant to Texas Constitution, Article 3, Sect. 52, requesting acceptance and approval of "Public Purpose" for the purchase of miscellaneous items [i.e. printed materials, supplies and other related items] which assist in the Precinct's efforts in disseminating information on road conditions, closures, paving/drainage improvements, educational and health awareness, public safety services and programs affecting the community including, but not limited to, the following upcoming events:
- A. Ribbon Cutting for Pct. #2 - Regional Linear Park Project-Phase I;
 - B. Groundbreaking for Pct. #2 - Swimming Pool Project
 - C. Precinct Project Update Expo
 - D. P2 Comes 2 You Outreach Event
 - E. Community Resource Center's - Numerous Events

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval on A to E.

Vote: 5 - 0 – Unanimously

Attachments:

Article 3-Sec 52

C. Pct. 4

1. AI-66205 a. Acceptance and approval of Work Authorization No. 3 (with an estimated cost of \$ 1,582,600.00) as submitted by project engineer, L&G Engineering to provide [ROW Map, Schematic, PS&E and Consultant Construction Management Services] as required for ongoing Project Specific: "FM 1925 (from FM 907 (Alamo Rd) East to East of SH 68 (Uresti Street)--(SEG II, Sharp Road Realignment Limits North 5 Miles)" in Hidalgo County Precinct No. 4, under agreement# C-13-336-12-10.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, DAVID FUENTES, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

b. Acceptance and approval of Work Authorization No. 2 (with an estimated cost of \$ 1,531,580.00) as submitted by project engineer, L&G Engineering to provide [ROW Map, Schematic, PS&E and Consultant Construction Management Services] as required for ongoing Project Specific: "FM 1925 (from 1,500 ft. West of 10th Street to McColl Road)" within Hidalgo County Precinct No. 4, under agreement# C-15-110-03-31.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, DAVID FUENTES, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

c. Pursuant to Article 14 of professional services agreement Nos. C-13-336-12-10 & C-15-110-03-31 with L&G Engineering, are requesting approval to engage the services of Sub-Contractors (R.O.W. Surveying Services, LLC & Ergonomic Transportation Solutions, Inc.) for services mentioned above on both WA2 & WA3.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 – Unanimously

Attachments:

WA2/1295/Sub Notice/L&G Eng-C-15-110-03-31-FM 1925-10th to McCool Rd--Pct 4

WA3/1295/Sub Notice/L&G Eng-C-13-336-12-10-FM 907 -Alamo Rd to Sharp Rd.-Pct 4

D. Health & Human Services Dept.

1. AI-66219 Acceptance and approval of the final negotiated contract with H-E-B RXtra Advantage for "Online Pharmacy Billing Services" for the Hidalgo County Health & Human Services Department (subject to submittal of current insurance).

No action taken on this item.

Attachments:

Service Contract

insurance

HB1295

Legal Approval

E. Colonia Access Program Pct. 3

1. AI-66160 A. Acceptance and approval of final construction contract (CC approved to award on 07-03-18) in the amount of \$127,277.50 for contract No. C-CAP-18-168-07-03 for El Flaco Chiquito Subdivision between Hidalgo County and RDH Site & Concrete, LLC as submitted through project engineer Javier Hinojosa Engineering;

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

B. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee (Norma Ceballos) to execute change orders that involve..."an increase or decrease in cost of \$50,000.00 or LESS...". The original contract price may not be decreased by 18 % or more without the consent of the contractor."

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

Attachments:

back up 66160

F. Sheriff's Office

1. AI-66214 A. Approval of exemption from competitive bidding requirements under Texas Local Government Code, Chapter/Section 262-024 (a)(4), a professional service;

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 – Unanimously

B. Pursuant to the demonstrated competence under the Professional Procurement Act, Gov't Code 2254.003, acceptance and approval of negotiated engagement/agreements/contracts for the provision of "Physician Services for "New Hire Physical Exam & Urine Drug Screening" for the Hidalgo County Sheriff's Office with Sobia Nasir M.D.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 – Unanimously

Attachments:

- Curriculum Vitae**
- Insurance**
- Legal Approval**
- License Verification**
- Service Contract**
- Texas Medical Board License**
- Texas Admin Code - TCOLE**

2. AI-66213 [Approval to exercise the County's option to extend the first of two/1 year terms under contract # C-17-063-07-25 with Keefe Group, LLC d/b/a Keefe Supply Company for "Commissary Supplies for the Hidalgo County Adult Detention Facility Commissary" on an as-needed basis, for Hidalgo County Sheriff's Office under the same rates, terms & conditions. \(Subject to submittal of HB1295 and current insurance\)](#)

[On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval.](#)

[Vote: 5 - 0 – Unanimously](#)

Attachments:

[Current Contract](#)
[Current Insurance](#)
[Extension](#)
[HB1295](#)

17. **Open Forum**

- Joe Rodriguez asked the court to carefully select a waste company and to consider all the issues that can arise if people can't afford to pay for trash pick up.
- Jennifer Sosa current employee of All Valley Waste, disclosed she has been employed there 20 years and credited the company for staying involved in the community. She asked the court to consider splitting the county into precincts to allow the company to continue providing services. Additionally, Sosa noted that privatizing will put local companies out of business and many without a job.
- Ana Mejia, All Valley Waste Company employee noted that they provide waste services at a low price and added that company owners support libraries within the county.

Attachments:

[Open Forum List.](#)

18. **Closed Session:**
 Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

No action taken on this item.

- A. Real Estate Acquisition

No action taken on this item.

- B. Pending and/or potential litigation

No action taken on this item.

- C. AI-66150 [CL-18-3678-A; Erasmo Garcia and Marta Elia Garcia v. Hidalgo County](#)

[No action taken on this item.](#)

19. A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

B. Engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation" and authority to submit

letter of engagement (subject to compliance with HB1295)

No action taken on Item. 19.A. and B.

20. Open Session:

A. Real Estate Acquisition and appropriation for same

No action taken on this item.

B. Pending and/or potential litigation

No action taken on this item.

C. AI-66151 [CL-18-3678-A; Erasmo Garcia and Marta Elia Garcia v. Hidalgo County](#)

Mr. Guerra reported that this claim has become a suit but will continue to be facilitated by Josephine Ramirez Office.

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

21. Closed Session:

Commissioners Court may reconvene into Closed Session for the discussion regarding the agenda items listed

No action taken on this item.

22. Open Session:

Commissioners Court may reconvene into Open Session for the discussion regarding the agenda items listed

No action taken on this item.

23. Adjourn

On motion by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, seconded by COMMISSIONER PCT. 3, JOE FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 -Unanimously

There being no further business to come before said Court, the meetings of the Commissioners' Court and the Drainage District #1 Board are now hereby adjourned.

Dated this the 21st day of August, 2018

ARTURO GUAJARDO, JR., County Clerk
Hidalgo County, Texas

By: _____
Norma G. Cantu, Deputy

I, ARTURO GUAJARDO, JR., County Clerk attest that this is an accurate accounting of a proceeding of the Commissioners' Court held on August 21, 2018.

Signed this 21st day of AUGUST 2018

ATTEST:
ARTURO GUAJARDO, JR.
County Clerk and Ex-Officio Clerk
Of the Commissioners' Court of
Hidalgo County

By: _____
(Seal) Norma G. Cantu, Deputy

AgendaQuick©2005 - 2018 Destiny Software Inc., All Rights Reserved