

FILED
AT 2:10 O'CLOCK P M
JUL 22 2019
ARTURO GUAJARDO, JR. COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY PTC DEPUTY

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY
DRAINAGE DISTRICT #1 AND THE COUNTY OF HIDALGO, TEXAS**

THIS Agreement is made on and entered into effective as of the 06th day of June, 2019, by and between **COUNTY OF HIDALGO, TEXAS** hereinafter referred to as (“the County”), and **HIDALGO COUNTY DRAINAGE DISTRICT #1** hereinafter referred to as (“District”), and collectively as “the Parties”, pursuant to the provisions of the Texas Interlocal Cooperation Act (“Act”), as follows:

I. WITNESSETH:

WHEREAS, an interlocal agreement may be entered into by any local government which includes a political subdivision, and which is defined in Section 791.001, et. seq., of the Local Government Code, hereinafter referred to as the “Interlocal Cooperation Act”, or “the Act”;

WHEREAS, District is a “local government” as defined by the Act, and within the boundaries of Hidalgo County; and

WHEREAS, County is a “local government” as defined by the Act, and a political subdivision of the State of Texas; and

WHEREAS, District and County desire to enter into this Agreement for the public purpose of County selling to District a County-owned tract of land and the appurtenances attached thereto located within the jurisdiction of the District, known as the “South Detention Basin” (hereinafter referred to as “the Tract”), and more specifically described in the legal description attached hereto as Exhibit “A”; and

WHEREAS, under Texas Local Government Code § 272.001, County is permitted to donate or sell a parcel of land or an interest in real property to another political subdivision upon certain assurances that the property will be used for a public purpose benefiting County, and reverting to County in the event that the use of the property no longer serves such a public purpose; and

WHEREAS, County and District believe that the constituents of each will benefit from the terms of this mutual agreement by allowing District to utilize and control a tract of land that is important to the drainage projects of the District;

NOW THEREFORE, for and in good and valuable consideration of the mutual covenants expressed hereinafter, agree as follows:

II. TERMS & CONDITIONS:

1. County and District agree that this sale of the Tract and the appurtenances attached thereto is made for the public purpose of aiding the District in easing the District's access to property that is essential to the drainage system maintained by the District.

2. County agrees to transfer the Tract and all other improvements acquired to the District for the sum of Five Million Eight-Hundred Ninety-Five Thousand Seven-Hundred Eighty-Seven and 84/100th Dollars (\$5,895,787.84) (the "Transfer Price"). The Transfer Price shall be payable as follows: (i) at Closing the District shall pay to the County the amount of **Two Million Five-Hundred Seventy-Five Thousand Seven Hundred Eighty Seven and 84/100th Dollars (\$2,575,787.84)**; (ii) on the date that is one (1) year after the Closing Date, the District shall pay the County the amount of **One Million Six-Hundred Sixty Thousand Dollars (\$1,660,000.00)**; and (iii) on the date that is two (2) years after the Closing Date, the District shall pay the County the remaining **One Million Six-Hundred Sixty Thousand Dollars (\$1,660,000.00)**.

3. The Parties agree that time shall be of the essence regarding this Agreement.

4. Closing of the conveyance of the Tract to the District ("Closing") shall take place at the Office of the Hidalgo County Judge, 100 E. Cano Street, 2nd. Floor, Edinburg, TX 78539, on or before July ____, 2019 or at such earlier time, date and place as County and District may agree upon (the "Closing Date"). At Closing, County shall deliver to District:

- a. A duly executed and acknowledged Special Warranty Deed ("Deed") conveying the Tract to the District in fee simple determinable subject to a right of reverter in favor of the County and otherwise free and clear of any and all liens and encumbrances, together with all and singular the rights and appurtenances pertaining to the Tract, including any right, title and interest of County in and to adjacent streets, alleys or rights-of-ways, together with any improvements; and
- b. Possession of the Tract.

5. All costs, adjustments and expenses of Closing shall be borne as follows:

- a. Each party shall pay its own attorney's fees; and
- b. District shall pay the cost of recording instruments presented by the County.

6. Upon due execution of the Deed by County and District, District shall record the Deed in the Official Records of Hidalgo County.

7. The terms and provisions of this Agreement shall survive the Closing, and may be enforced by specific performance.

8. Either Party to this Agreement, who is the prevailing party in any legal proceeding against the other brought under or with relation to this Agreement or a transaction made in connection with the Parties responsibilities under this agreement, shall be additionally entitled to recover Court costs and reasonable attorneys' fees from the non-prevailing party.

9. This sale is made by County to District with the understanding by both of the following:

i. the land or interest in land will be used by District in carrying out a purpose that benefits the public interest of County by preventing the flooding of the residential areas of the County of Hidalgo;

ii. the sale of the land or interest in land is made under the terms of this Agreement, which is made to effect and maintain the public purpose for which this sale is made; and

iii. pursuant to the terms of the Deed, the title and right to possession of the land or the interest therein shall revert to County if the District ceases to use the land or the interest therein in carrying out the public purpose of this Agreement.

10. EFFECT OF CONDEMNATION. If prior to the Closing all or any portion of the Tract is condemned, either party shall have the right to terminate this Agreement upon giving written notice to the other party within ten (10) days of the date one party notifies the other, in writing, of such condemnation. If neither party elects to terminate this Agreement, then the Closing shall take place, as herein provided and the interest in any condemnation awards shall be assigned to the party receiving title to such property at Closing.

11. LIABILITIES. The Parties agree that each shall be responsible for their own negligent acts or omissions or any other civil liability incurred in the course of the performance of this Agreement, without waiving any sovereign or governmental immunity available to either County or District under Texas law and without waiving any available defenses under Texas law.

12. DURATION OF AGREEMENT. This Agreement shall continue until amended, replaced, or terminated. Either party may terminate this Agreement by providing six (6) months' advance written notice to the other party at the address provided for notice under this Agreement. The Parties agree that the amendment, replacement, or termination of this agreement does not affect the vesting of title to the Tract in District pursuant to the terms of the Deed.

13. CONFLICT OF APPLICABLE LAW. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance, or administrative, executive, or judicial regulation, order, or decree, or amendment thereof, contrary to which the Parties have no legal right to contract, the latter shall prevail, but in such event the affected provision(s) of this Agreement shall be modified only to the extent necessary to bring them within legal requirements and only during the time such conflict exists.

14. NO WAIVER. No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

15. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the Parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by Agreement in writing executed by District and County, and not otherwise.

16. TEXAS LAW TO APPLY. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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

If to County: Hidalgo County, Texas
Attention: Richard F. Cortez, County Judge
P.O. Box 1356
Edinburg, Texas 78540-0758

If to District: Hidalgo County Drainage District No. One
Attention: Richard F. Cortez, Chairman Board of Directors
900 N. Doolittle Road
Edinburg, Texas 78541

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

18. ADDITIONAL DOCUMENTS. In addition to the acts recited in this Agreement to be performed by the parties, the parties hereto agree to perform or cause to be performed at the Closing or after the Closing, any and all such further acts as may be reasonably necessary to consummate transactions contemplated hereby.

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

20. ASSIGNMENT. This Agreement shall not be assignable.

21. HEADINGS. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

22. GENDER AND NUMBER. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

23. NON-DISCRIMINATION. This Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County and District policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability.

24. AUTHORITY TO EXECUTE. The execution and performance of this Agreement by District and County have been duly authorized by all necessary laws, resolutions, and corporate actions. This Agreement constitutes the valid and enforceable obligations of District and County in accordance with its terms.

25. INDEMNIFICATION. To the extent allowable by law, the Parties hereto agree to indemnify and hold harmless the other party from any and all costs, expenses or damages resulting from any claims for brokerage fees or other similar form of compensation made by any real estate broker or other person or entity because of the transactions contemplated herein.

26. DEFAULT. Should either party be in default under any of the terms of this Agreement, the non-defaulting party shall so notify the defaulting party in writing and the defaulting party shall have a period of twenty (20) days from the receipt of such notice to cure the default.

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

28. APPENDIX II TO CFR 200-CONTRACT PROVISIONS. Pursuant to 2 CFR 200.326, a non-Federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Therefore, if applicable, the provisions of Appendix II to 2 CFR 200 are attached and incorporated by reference into this County contract should it be subject to Federal award.

29. COMMITMENT OF CURRENT REVENUES ONLY. In the event that, during any term hereof, the governing bodies of County or District do not appropriate sufficient funds to

meet the obligations of District or County under this Agreement, District or County may terminate this Agreement upon ninety (90) days written notice to the other party. The Parties agree, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The Parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County or District.

WITNESS THE HANDS OF THE PARTIES this 16th day of July, 2019.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1


APPROVED BY HIDALGO
COUNTY DRAINAGE DISTRICT
NO. 1 BOARD OF DIRECTORS
ON: 6/6/19 me

Richard F. Cortez
Richard F. Cortez, Chairman Board of Directors

HIDALGO COUNTY, TEXAS

Richard F. Cortez
Richard F. Cortez, County Judge

ATTEST:


Arturo Guajardo
Arturo Guajardo, Jr., Hidalgo County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 6/6/19 me

APPROVED AS TO FORM FOR COUNTY:

Office of Hidalgo County Criminal District Attorney,
Ricardo Rodriguez, Jr.

By: Josephine Ramirez-Solis
Josephine Ramirez-Solis, Assistant District Attorney

APPROVED AS TO FORM FOR DRAINAGE DISTRICT:

Jones, Galligan, Key & Lozano, LLP

By: Ivan F. Perez
Ivan F. Perez, Drainage District Counsel

EXHIBIT "A"

THE TRACT

Being a 3,268,114 square foot of 75.03 acre tract of land located in the City of Penitas, Hidalgo County, Texas, out of a portion of Tract 377, Los Ejidos de Reynosa Viejo Grant, recorded in Volume 7, Page 5 thru 8, of the Map Records, Hidalgo County, Texas, conveyed by Assumption Warranty Deed ,dated February 25, 2005, to Tress Enterprises, as described in Document No. 1440286, of the Official Records, Hidalgo County, Texas, said 3,268.114 square foot or 75.03 acre tract of land being more particularly described by metes and bounds as follows:

Commencing at the Northwest corner of said Tract 377, within the U.S. 83 200' Right of Way;

Thence with the North line of said Tract 377, South 81°34'03" East a distance of 200.00 feet;

Thence departing the North line of said Tract 377, South 09°21'26" West a distance of 10.50 feet to a 1/2" iron pin found in the South 200' R.O.W. line of U.S. 83, for the Northwest corner and Point of Beginning of this herein described tract of land;

1. **Thence** with the South 200' R.O.W. line of U.S. 83, South 81°34'03" East a distance of 80.01 feet to a 5/8" iron pin (N= 16614121.92, E= 1004525.25) with plastic cap stamped "ROWSS PROP. COR." set for the Northwest corner of a tract of land conveyed by Warranty Deed to Pedro Garcia and wife, Maria E. Garcia, dated April 8, 2006, as described in Document No. 1635571, of the Official Records, Hidalgo County, Texas, for an exterior corner of this herein described tract of land;
2. **Thence** with the West line of said Pedro Garcia tract, South 09°21'26" West a distance of 299.50 feet to a 5/8 iron pin with plastic cap stamped "ROWSS PROP. COR. set for the Southwest corner of said Pedro Garcia tract, for an interior corner of this herein described tract of land;
3. **Thence** with the South line of said Pedro Garcia tract, South 81°26'34" East a distance of 100.40 feet to a 5/8" iron pin with plastic cap stamped "ROWSS PROP. COR." set in the West line of Lot 1, Aguilar Subdivision Phase One, as recorded in Document No. 1129667, of the Map Records, Hidalgo County, Texas, conveyed by Special Warranty Deed to Raul Flores, dated July 15, 2010, as described in Document No. 2120378, of the Official Records, Hidalgo County, Texas, for the Southeast corner of said Pedro Garcia tract, for an exterior corner of this herein described tract of land;
4. **Thence** with the West line of said Lot 1, Aguilar Subdivision Phase One, South 09°21'23" West a distance of 140.59 feet to a 1/2" iron pin found for the Southwest corner of said Lot 1, for an interior corner of this herein described tract of land;
5. **Thence** with the South line of said Aguilar Subdivision Phase One, South 80°38'37" East a distance of 868.78 feet to a 5/8" iron pin with plastic cap stamped "ROWSS PROP. COR." set in the West line of a tract of land conveyed by Deed to Smith Production Inc.,

dated March 16, 1999, as described in Document No. 756832, of the Official Records, Hidalgo County, Texas, for the Southeast corner of said Aguilar Subdivision Phase One, for an exterior corner of this herein described tract of land;

6. **Thence** with the West line of said Smith Production Inc. tract, South 09°18'06" West a distance of 122.81 feet to a 5/8" iron pin with plastic cap stamped "ROWSS PROP. COR." set for the Southwest corner of said Smith Production Inc. tract, for an interior corner of this herein described tract of land;
7. **Thence** with the South line of said Smith Production Inc. tract, South 80°41'54" East a distance of 238.58 feet to a 5/8" iron pin with plastic cap stamped "ROWSS PROP. COR." set for the Northwest corner of a tract of land conveyed by Warranty Deed to Fidelity Exploration & Production Company, dated August 8, 2008, as described in Document No. 1921678, of the Official Records, Hidalgo County, Texas, for the Northwest corner of this herein described tract of land;
8. **Thence** departing the South line of said Smith Production Inc. tract of land and with the West line of said Fidelity Exploration & Production Company tract, South 09°21'17" West at a distance of 1266.37 feet passing a 1/2" iron pin found for the Northwest corner of Lot 7, Aguilar Farm Estates Subdivision, as recorded in Document No. 2438739, of the Map Records, Hidalgo County, Texas, a total distance of 2399.62 feet to a 1/2" iron pin found in the North line of a tract of land conveyed by Correction Warranty Deed with Vendor's Lien to Emergency Physicians Profit Sharing Plan and Trust FBO (Ricardo Vega), dated December 12, 2007, as described in Document No. 1841736, of the Official Records, Hidalgo County, Texas, for the Southwest corner of said Aguilar Farm Estates Subdivision, for the Southeast corner of this herein described tract of land;
9. **Thence** with the North line of said Emergency Physicians Profit Sharing Plan and Trust FBO (Ricardo Vega) tract, North 80°42'20" West at a distance of 233.07 feet passing a 1/2" iron pin found for the Southeast corner of a 110 foot Drainage Easement as described in Volume 1094, Page 449, of the Deed Records, Hidalgo County, Texas, a total distance of 1267.99 feet to a 60D Nail found in the East line of a 2.075 Acre tract of land conveyed by Warranty Deed to Everett Bell, dated April 11, 1963, as described in Volume 1059, Page 312, of the Deed Records, Hidalgo County, Texas, for the Southwest corner of this herein described tract of land;
10. **Thence** with the East line of said Everett Bell tract, North 02°09'16" West a distance of 100.18 feet to a 1/2" iron pin found for an exterior corner of this herein described tract of land;
11. **Thence** continuing with the East line of said Everett Bell tract, North 09°21'26" East a distance of 2862.80 feet to the Point of Beginning and being a 3,268,114 square foot or 75.03 acre tract of land.

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.

Date: ^{August} July 13, 2019
me

Special Warranty Deed

Grantor: County of Hidalgo, Texas

Grantor's Mailing Address:

c/o Hidalgo County Judge, Richard F. Cortez
100 E. Cano, 2nd Floor
Edinburg, Texas 78539
Hidalgo County

Grantee: Hidalgo County Drainage District No.1

Grantee's Mailing Address:

c/o Richard F. Cortez,
Chairman of the Board
Hidalgo County Drainage District No.1
902 N Doolittle Rd,
Edinburg, Texas 78542

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration as set forth in the Interlocal Cooperation Agreement Between Hidalgo County Drainage District #1 and the County of Hidalgo, Texas.

Property (including any improvements):

Being a 3,268,114 square foot of 75.03 acre tract of land located in the City of Penitas, Hidalgo County, Texas, out of a portion of Tract 377, Los Ejidos de Reynosa Viejo Grant, recorded in Volume 7, Page 5 thru 8, of the Map Records, Hidalgo County, Texas, conveyed by Assumption Warranty Deed, dated February 25, 2005, to Tress Enterprises, as described in Document No. 1440286, of the Official Records, Hidalgo County, Texas, said 3,268.114 square foot or 75.03 acre tract of land being more particularly described by metes and bounds as follows:

Commencing at the Northwest corner of said Tract 377, within the U.S. 83 200' Right of Way;

Thence with the North line of said Tract 377, South 81°34'03" East a distance of 200.00 feet;

Thence departing the North line of said Tract 377, South 09°21'26" West a distance of 10.50 feet to a 1/2" iron pin found in the South 200' R.O.W. line of U.S. 83, for the Northwest corner and Point of Beginning of this herein described tract of land;

1. **Thence** with the South 200' R.O.W. line of U.S. 83, South 81°34'03" East a distance of 80.01 feet to a 5/8" iron pin (N= 16614121.92, E= 1004525.25) with plastic cap stamped "ROWSS PROP. COR." set for the Northwest corner of a tract of land conveyed by Warranty Deed to Pedro Garcia and wife, Maria E. Garcia, dated April 8, 2006, as described in Document No. 1635571, of the Official Records, Hidalgo County, Texas, for an exterior corner of this herein described tract of land;
2. **Thence** with the West line of said Pedro Garcia tract, South 09°21'26" West a distance of 299.50 feet to a 5/8 iron pin with plastic cap stamped "ROWSS PROP. COR. set for the Southwest corner of said Pedro Garcia tract, for an interior corner of this herein described tract of land;
3. **Thence** with the South line of said Pedro Garcia tract, South 81°26'34" East a distance of 100.40 feet to a 5/8" iron pin with plastic cap stamped "ROWSS PROP. COR." set in the West line of Lot 1, Aguilar Subdivision Phase One, as recorded in Document No. 1129667, of the Map Records, Hidalgo County, Texas, conveyed by Special Warranty Deed to Raul Flores, dated July 15, 2010, as described in Document No. 2120378, of the Official Records, Hidalgo County, Texas, for the Southeast corner of said Pedro Garcia tract, for an exterior corner of this herein described tract of land;
4. **Thence** with the West line of said Lot 1, Aguilar Subdivision Phase One, South 09°21'23" West a distance of 140.59 feet to a 1/2" iron pin found for the Southwest corner of said Lot 1, for an interior corner of this herein described tract of land;
5. **Thence** with the South line of said Aguilar Subdivision Phase One, South 80°38'37" East a distance of 868.78 feet to a 5/8" iron pin with plastic cap stamped "ROWSS PROP. COR." set in the West line of a tract of land conveyed by Deed to Smith Production Inc., dated March 16, 1999, as described in Document No. 756832, of the Official Records, Hidalgo County, Texas, for the Southeast corner of said Aguilar Subdivision Phase One, for an exterior corner of this herein described tract of land;
6. **Thence** with the West line of said Smith Production Inc. tract, South 09°18'06" West a distance of 122.81 feet to a 5/8" iron pin with plastic cap stamped "ROWSS PROP. COR." set for the Southwest corner of said Smith Production Inc. tract, for an interior corner of this herein described tract of land;
7. **Thence** with the South line of said Smith Production Inc. tract, South 80°41'54" East a distance of 238.58 feet to a 5/8" iron pin with plastic cap stamped "ROWSS PROP. COR." set for the Northwest corner of a tract of land conveyed by Warranty Deed to Fidelity Exploration & Production Company, dated August 8, 2008, as described in Document No. 1921678, of the Official Records, Hidalgo County, Texas, for the Northwest corner of this herein described tract of land;
8. **Thence** departing the South line of said Smith Production Inc. tract of land and with the West line of said Fidelity Exploration & Production Company tract, South 09°21'17" West at a distance of 1266.37 feet passing a 1/2" iron pin found for the Northwest corner

of Lot 7, Aguilar Farm Estates Subdivision, as recorded in Document No. 2438739, of the Map Records, Hidalgo County, Texas, a total distance of 2399.62 feet to a ½" iron pin found in the North line of a tract of land conveyed by Correction Warranty Deed with Vendor's Lien to Emergency Physicians Profit Sharing Plan and Trust FBO (Ricardo Vega), dated December 12, 2007, as described in Document No. 1841736, of the Official Records, Hidalgo County, Texas, for the Southwest corner of said Aguilar Farm Estates Subdivision, for the Southeast corner of this herein described tract of land;

9. **Thence** with the North line of said Emergency Physicians Profit Sharing Plan and Trust FBO (Ricardo Vega) tract, North 80°42'20" West at a distance of 233.07 feet passing a 1/2" iron pin found for the Southeast corner of a 110 foot Drainage Easement as described in Volume 1094, Page 449, of the Deed Records, Hidalgo County, Texas, a total distance of 1267.99 feet to a 60D Nail found in the East line of a 2.075 Acre tract of land conveyed by Warranty Deed to Everett Bell, dated April 11, 1963, as described in Volume 1059, Page 312, of the Deed Records, Hidalgo County, Texas, for the Southwest corner of this herein described tract of land;
10. **Thence** with the East line of said Everett Bell tract, North 02°09'16" West a distance of 100.18 feet to a ½" iron pin found for an exterior corner of this herein described tract of land;
11. **Thence** continuing with the East line of said Everett Bell tract, North 09°21'26" East a distance of 2862.80 feet to the Point of Beginning and being a 3,268,114 square foot or 75.03 acre tract of land.

Fee Simple Determinable Estate Conveyed:

Grantee agrees and acknowledges that it is acquiring the Property with the full knowledge that part of the consideration for this conveyance of the Property to Grantee is Grantee's agreement to utilize the Property for the drainage purposes for the benefit the residents of Hidalgo County lying within the Grantee's boundaries (the "Intended Purpose"). This warranty deed conveys fee simple absolute, so long as, Grantee uses the Property for the Intended Purpose. In the event that Grantee fails to use the Property for the Intended Purpose for any period of two (2) consecutive years (a "Title Reverter Event"), fee simple title to the Property shall automatically revert to Grantor, it being the intent of Grantor to convey a fee simple determinable estate to Grantee. In the event a Title Reverter Event occurs, Grantor shall execute and record an affidavit from an authorized representative of Grantor stating that a Title Reverter Event has occurred and that, consequently, title to the Property has reverted to Grantor (a "Reverter Affidavit").

Reservations from Conveyance:

None.

Exceptions to Conveyance and Warranty:

Easements, right of way, and prescriptive rights, whether of record or not; all presently recorded

restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any irrigation district, if any, in which the property is located.

Conveyance:

Grantor, for and in Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever.

Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

(signature page follows)

GRANTOR:

COUNTY OF HIDALGO, TEXAS

By: Richard F. Cortez
RICHARD F. CORTEZ, County Judge

STATE OF TEXAS)
COUNTY OF HIDALGO)

This instrument was acknowledged before me on August 13, 2019, 2019, by Richard F. Cortez, acting in his capacity as County Judge of the County of Hidalgo, Texas, an on behalf of said County.

Monica Salinas
Notary Public, State of Texas



PREPARED IN THE OFFICE OF AND
AFTER RECORDING RETURN TO:
OFFICE OF THE HIDALGO COUNTY DISTRICT ATTORNEY
Ricardo Rodriguez, Jr.
100 E. Cano, 1st Floor
Edinburg, Texas 78539
(956)-292-7600