

STATE OF TEXAS §
HIDALGO COUNTY §

INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE COUNTY OF HIDALGO, AND HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 CONCERNING RIGHT OF WAY ACQUISITION OF RANCHO BLANCO ROAD

This Agreement is made on this 4th day of April, 2019, by and between County of Hidalgo, Texas, hereinafter referred to as "County", and Hidalgo County Irrigation District No. 2 hereinafter the "District" pursuant to the provision of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, the County is a County in the State of Texas;

WHEREAS, the District is an irrigation district in the State of Texas;

WHEREAS, the District owns that certain real property, more particularly described on Exhibit A attached hereto (the "Property");

WHEREAS, County desires to purchase the Property for the extension of Rancho Blanco Road;

WHEREAS, County in order to complete the extension of Rancho Blanco Road requires the agreement from District to reconstruct an irrigation pipeline within the Property;

WHEREAS, District agrees to convey the Property to County for the extension of Rancho Blanco Road and retain an exclusive easement for District's irrigation water pipeline upon completion and inspection of County's construction of pipeline;

WHEREAS, County and District are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et. Seq. which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act; and

NOW, THEREFORE, County and District in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County and District agree, at County's sole cost and expense, that County shall construct the pipeline in accordance with Plans agreed upon by District.
2. District grants County access to the Property to reconstruct a pipeline which crosses the Property.

3. Following completion of the construction of the pipeline, District will, after certification by the County's engineer the pipeline was built in compliance with specifications prepared by such engineer and after the pipeline is in operation for a week and no leaks or other failures are found by County's engineer or by District, to convey the real property described on Exhibit A attached hereto to County in the form of the deed agreed to by County and District, a copy of such agreed deed attached hereto as Exhibit B.
4. County shall pay District upon delivery of the agreed upon Deed attached as Exhibit B and for access to the Property for construction of the pipeline, the sum of Fifty-five Thousand Three-hundred Ninety-nine and no 100ths Dollars (\$55,699.00).
5. District shall retain an exclusive easement over and across the Property including the area where the pipeline is to be constructed crossing the Property. Such Easement is attached hereto as described in Exhibit B.
6. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.
7. **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 or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
8. **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.
9. **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 Drainage District and County, and not otherwise.
10. **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.

11. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication 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: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to District 2: Hidalgo County Irrigation District No. 2
Attention: Manager
P. O. Box 6
San Juan, Texas 78589

With copy to: Eduardo "Eddie" Cantu, Commissioner Pct. No. 2
300 W. Hall Aces Suite G
Pharr, Texas 78577

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

12. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

13. **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.

14. **Assignment.** This Agreement shall not be assignable.

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

16. **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.

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

18. **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.

19. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon sixty (60) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

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

ATTEST:

By: 
Count Clerk



COUNTY OF HIDALGO

By: 
Richard Cortez, County Judge

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, L.L.P.

By: 
Stephen L. Crain

HIDALGO COUNTY IRRIGATION
DISTRICT NO. 2

By: 
Frank John Schuster, President
Board of Directors

APPROVED BY
COMMISSIONERS' COURT
ON: 



HIDALGO COUNTY PRECINCT No. 2
RANCHO BLANCO ROAD, PHASE 1
PARCEL 2 – HCID No. 2

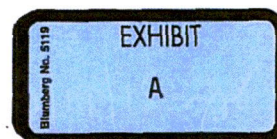
BEING a 0.563 of an acre (24,505 S.F.) tract out of “Lateral D” as depicted on the plat of A.J. McColl Subdivision and recorded in Volume 21, Page 598 of the Deed Records of Hidalgo County, Texas, same also being described by a drawing (Parcel 2_HCID No2.dwg dated October 11, 2016) attached to and made part hereof and more particularly described as follows:

BEGINNING at a 1/2 inch iron rod set with plastic cap stamped “CDS/MUERY S.A. TX.” (hereinafter referred to as “set with cap”) on the east boundary line of that certain 1.58 acre tract of land described as “Tract A” and recorded in Document 2670514 of the Official Records of Hidalgo County, Texas and the west boundary line of the aforementioned “Lateral D”, for the northwest corner of the herein described 0.563 of an acre tract and having Texas State Plane Coordinates of N:16,584,925.24 E: 1,079,823.72, from which, the northwest corner of said Lot 6, Block 9 of the aforementioned A.J. McColl Subdivision bears North 58°05’07” West a distance of 551.75 feet;

THENCE South 81°37’06” East leaving the east boundary line the aforementioned “Tract A” and the west boundary line of the aforementioned “Lateral D”, a distance of 305.81 feet, to a 1/2 inch iron rod set with cap on the east boundary line of said “Lateral D” and the west boundary line of the Cantu Family Park Subdivision as depicted and recorded in Volume 53, Page 173 of the Plat Records of Hidalgo County, Texas, for the northeast corner of the herein described 0.563 of an acre tract;

THENCE South 58°12’06” East, along the east boundary line of the aforementioned “Lateral D” and the west boundary line of the aforementioned Cantu Family Park Subdivision, at a distance of 171.15 feet, pass a 1/2 inch iron rod found with cap stamped “RPLS 4856” for the northwest corner of Lot 1 of the aforementioned Cantu Family Park Subdivision, a total distance of 201.30 feet, to a 1/2 inch iron rod set with cap for the southeast corner of the herein described 0.563 of an acre tract, from which a 1/2 inch iron rod found with cap stamped “RPLS 4856” for the southwest corner of said Lot 1 bears South 58°12’06” East a distance of 504.74 feet;

THENCE North 81°37’06” West, a distance of 306.83 feet, to a 1/2 inch iron rod set with cap on the northeast boundary line of the remaining portion of that certain 4.30 acre tract described and recorded in Document 2669976, of the Official Records of Hidalgo County, Texas, for the southwest corner of the herein described 0.563 of an acre tract, from which a 1/2 inch iron rod found with cap stamped “QVC LS” for the easternmost north corner of said 4.30 acre tract bears, South 58°05’07” West a distance of 156.03 feet;



**HIDALGO COUNTY PRECINCT No. 2
RANCHO BLANCO ROAD, PHASE 1
PARCEL 2 - HCID No. 2**

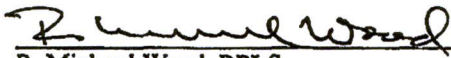
THENCE North 58°05'07" West, along the northeast line of the aforementioned 4.30 acre tract, the east boundary line of that certain 0.45 of an acre tract of land described as "Tract B" and the east boundary line of that certain 1.58 acre tract of land described as "Tract A" and recorded in Document 2670514, of the Official Records of Hidalgo County, Texas, continuously, at a distance of 12.41 feet pass a 1/2 inch iron pipe found for the southeast corner of said "Tract B" and the north boundary line of said 4.30 acre tract, at a distance of 94.67 feet pass a 1/2 iron rod previously set with cap for the southeast corner of said "Tract A" and the northeast corner of said "Tract B", a total distance of 200.36 feet, to the POINT OF BEGINNING of the herein describe tract of land and containing 0.563 of an acre of land.

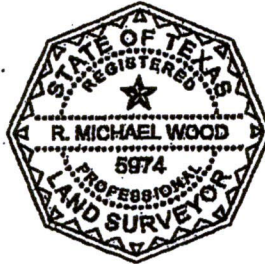
Bearings, distances and coordinates shown are based on a project coordinate system by applying TXDOT's surface adjustment factor of 1.000040 to Texas State Plane Grid Coordinates, NAD 83, South Zone.
Project Coordinates = Grid Coordinates x 1.000040

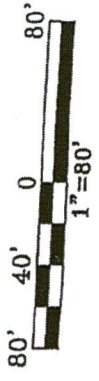
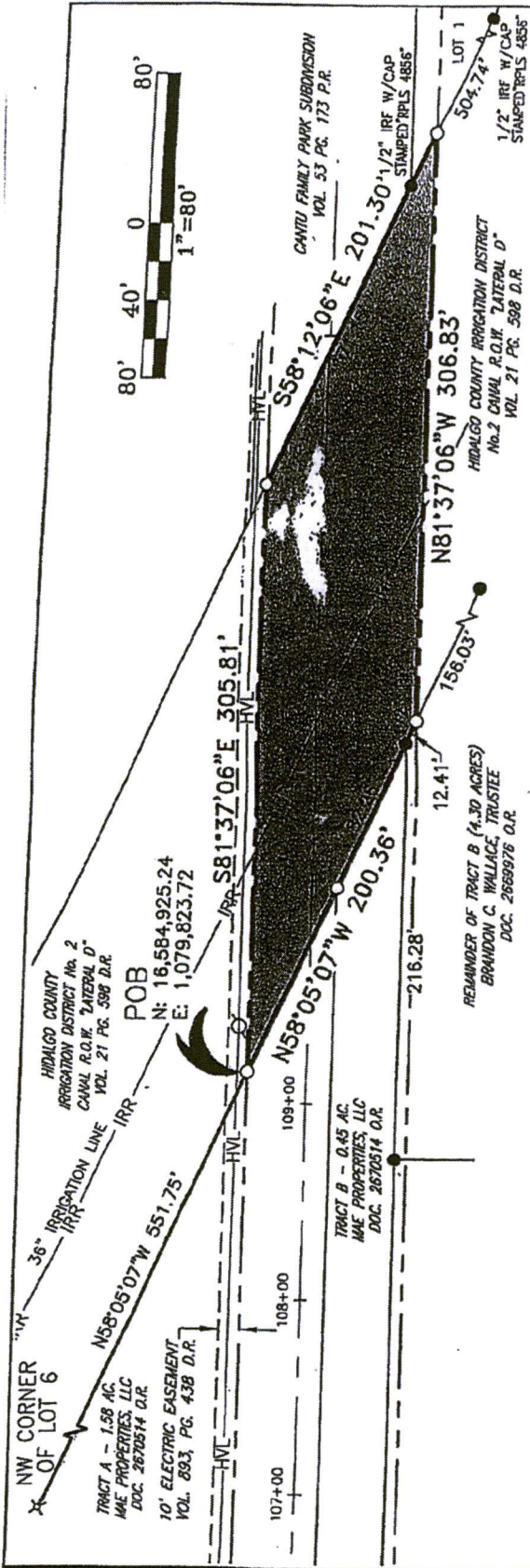
**THE STATE OF TEXAS
KNOWN TO ALL MEN BY THESE PRESENTS:
COUNTY OF HIDALGO**

I, R. Michael Wood, a Registered Professional Land Surveyor, do hereby certify that the above field notes were prepared using information obtained by an on the ground survey made under my direction and supervision.

Date 11th day of October 2016 A.D.


R. Michael Wood, RPLS
Registered Professional Land Surveyor
No. 5974 - State of Texas



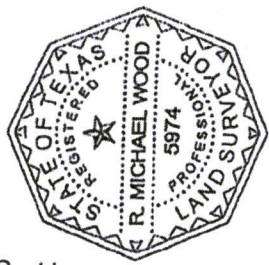


NOTES:

1. BEARINGS, DISTANCES AND COORDINATES SHOWN ARE BASED ON A PROJECT COORDINATE SYSTEM BY APPLYING TXDOT'S SURFACE ADJUSTMENT FACTOR OF 1.000040 TO TEXAS STATE PLANE GRID COORDINATES, NAD 83, SOUTH ZONE. PROJECT COORDINATES = GRID COORDINATES X 1.000040
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED (PARCEL 2_HCID No2.DOCX) AND IS MADE OF PART OF THIS SURVEY PLAT.
3. THIS SURVEY PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE ALL EASEMENTS AND RIGHTS-OF WAY MAY NOT BE SHOWN.

LEGEND

- 1/2" IRON ROD FOUND WITH A YELLOW CAP STAMPED "CVQ LS" UNLESS NOTED OTHERWISE
- 1/2" IRON ROD SET WITH A YELLOW CAP STAMPED "CDS/MUERY-SA,TX"
- ⊕ CALCULATED POINT
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- ⊙ WATER METER
- ⊙ FIRE HYDRANT



R. Michael Wood
 R. MICHAEL WOOD
 REGISTERED PROFESSIONAL LAND SURVEYOR
 No. 5974 - STATE OF TEXAS

PARCEL 2 - H.C.I.D. No.2
A 0.563 OF AN ACRE (24,505 S.F.) TRACT OF LAND OUT
OF "LATERAL D" AS DEPICTED ON THE PLAT OF A.J.
MCCOLL SUBDIVISION AND RECORDED IN VOLUME 21, PAGE
598 OF THE DEED RECORDS OF HIDALGO COUNTY, TEXAS



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

SPECIAL WARRANTY DEED

DATE:

GRANTOR: HIDALGO COUNTY IRRIGATION DISTRICT NO. 2

GRANTOR'S MAILING ADDRESS *(including county):*

P. O. Box 6, San Juan, Hidalgo County, Texas 78589

GRANTEE: COUNTY OF HIDALGO

GRANTEE'S MAILING ADDRESS *(including county):*

100 East Cano Street, 2nd Floor, Edinburg, Hidalgo County, Texas 78539

CONSIDERATION: Ten and No/100 (\$10.00) Dollars and other good and valuable consideration paid by the Grantee named above, the receipt and sufficiency of which are acknowledged by Grantor.

PROPERTY:

A 0.563 of an acre (24,505 S.F.) tract out of "Lateral D" as depicted on the plat of A.J. McColl Subdivision and recorded in Volume 21, Page 598 of the Deed Records of Hidalgo County, Texas, same also being described by a drawing (Parcel 2_HCID No2.dwg dated October 11, 2016) attached to and made part hereof and more particularly described by metes and bounds attached hereto as Exhibit "A."

RESERVATIONS FROM EXCEPTIONS TO CONVEYANCE AND WARRANTY:

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

1. *Grantor especially reserves all Oil, Gas and other Minerals not previously conveyed by Grantor in and under and that may be produced from the Property, however, Grantor specifically waives the right of ingress and egress for the purpose of mining, drilling, exploring, operating, and developing the Property for oil, gas, and other minerals and removing the same therefrom;*

Exhibit "B"

2. *Oil, Gas and Mineral Leases of record in which Grantor is lessor, if any;*
3. *There is hereby reserved herefrom by Grantor an easement for the purpose of the installation, maintenance, and operation of water pipelines, or for other facilities or approved uses by Grantor ("Grantor's facilities") covering the Property. As additional consideration for this Deed from Grantor to Grantee, Grantee agrees to repair the water pipeline as is necessary to maintain water flow for water deliveries by Grantor through the pipeline.*

Grantor for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging to Grantor, to Grantee, Grantee's successors or assigns to have and to hold forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by and through or under Grantor, but not otherwise.

HIDALGO COUNTY IRRIGATION
DISTRICT NO. 2

By: Exhibit only – Not for signature
Frank John Schuster, President
Board of Directors

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the ____ day of _____, 2018 by Frank John Schuster, President of the Board of Directors of HIDALGO COUNTY IRRIGATION DISTRICT NO. 2, a political subdivision of the State of Texas, on behalf of said political subdivision and in the capacity as stated, to certify which witness my hand and seal of office.

Notary Public in and for the State of Texas



HIDALGO COUNTY PRECINCT No. 2
RANCHO BLANCO ROAD, PHASE 1
PARCEL 2 – HCID No. 2

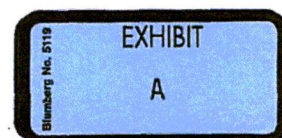
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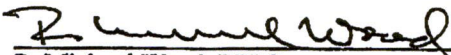
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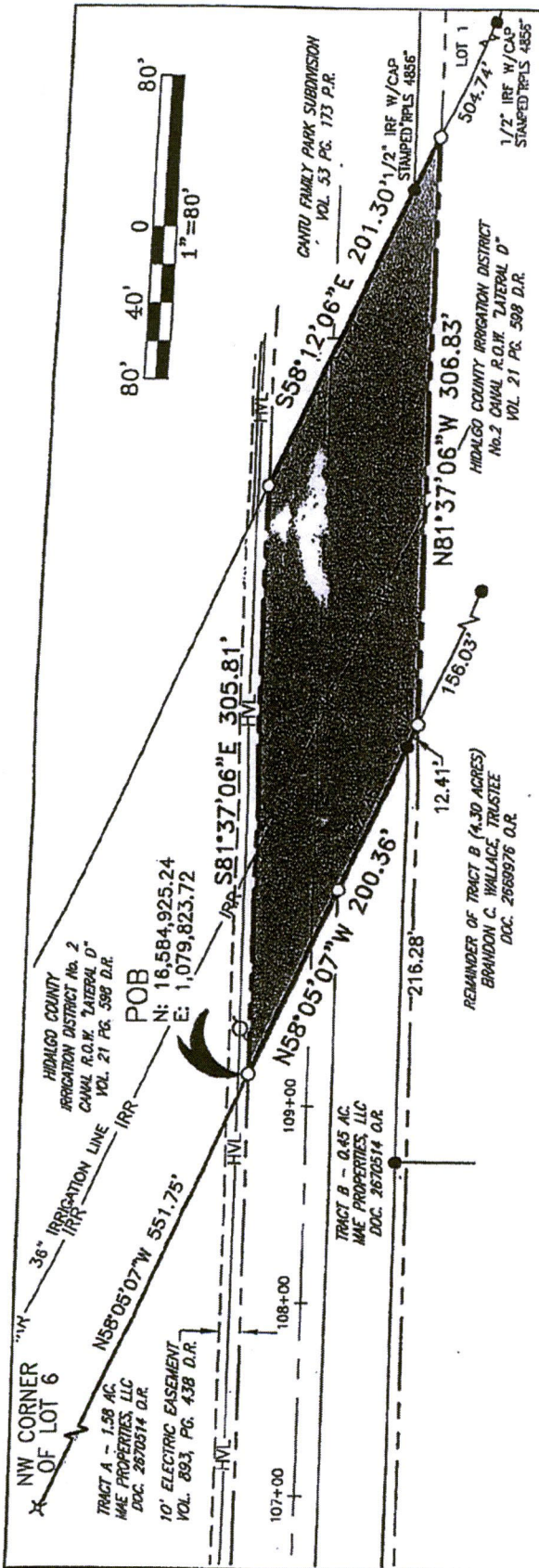
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I, R. Michael Wood, a Registered Professional Land Surveyor, do hereby certify that the above field notes were prepared using information obtained by an on the ground survey made under my direction and supervision.

Date 11th day of October 2016 A.D.


R. Michael Wood, RPLS
Registered Professional Land Surveyor
No. 5974 - State of Texas





LEGEND

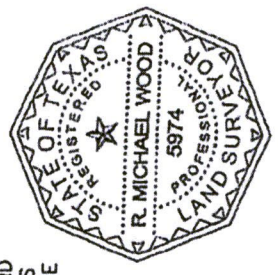
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3. THIS SURVEY PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE ALL EASEMENTS AND RIGHTS—OF WAY MAY NOT BE SHOWN.

I, R. MICHAEL WOOD, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED USING INFORMATION OBTAINED BY AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION AND SUPERVISION.



R. Michael Wood
 R. MICHAEL WOOD
 REGISTERED PROFESSIONAL LAND SURVEYOR
 No. 5974 - STATE OF TEXAS

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