



PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

TO: JUDGE JUAN D. SALINAS, III
COUNTY COMMISSIONER'S COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: OCTOBER 17, 2007

RE: TAURUS ESTATES NO. 21 SUBDIVISION – PCT. 3

ON JUNE 12, 2007, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH LETTER OF CREDIT NO. 060807 FOR THE ABOVE REFERENCED SUBDIVISION. THE LETTER OF CREDIT WAS USED TO SECURE THE FUNDS FOR THE PAVING IMPROVEMENTS, WATER IMPROVEMENTS AND THE INSTALLATION OF ALL SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A PARTIAL RELEASE OF THE LETTER OF CREDIT IN THE AMOUNT OF \$617,000.00 DOLLARS. THIS REFLECTS PARTIAL COMPLETION OF THE PAVING IMPROVEMENTS.

STAFF HAS NO OBJECTION TO THE PARTIAL RELEASE OF THE LETTER OF CREDIT IN THE AMOUNT OF \$617,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

FIRST NATIONAL BANK L.O.C NO. 060807

ORIGINAL AMOUNT	\$1,543,170.19
1 ST RELEASE	\$ 137,500.00
2 ND RELEASE	\$ 165,352.97
3 RD RELEASE	\$ 406,713.86
4 TH RELEASE	\$ 617,000.00
BALANCE	\$ 216,603.36



Raul E. Sesin, P.E.
Planning Administrator

PLANNING DEPARTMENT

County Of Hidalgo

IRREVOCABLE LETTER OF CREDIT NO. 060807

TO: County Judge (in his or her official capacity) Hidalgo County, Texas

DATE: June 08, 2007

We hereby authorize you to draw at sight on FIRST NATIONAL BANK, for the account of LEONEL BAZAN, (the Customer) up to the aggregate amount of One Million Five Hundred Forty Three Thousand One Hundred Seventy Dollars and 19/100ths (\$1,543,170.19) (the Stated Amount) available by our draft, accompanied by a certification by the county judge, any county commissioner, or the county treasurer that the following condition exists:

"A Condition of draw exists under Subdivision Construction Agreement dated June 08, 2007, by and between Subdivider and the County of Hidalgo (the Agreement). County is in substantial compliance with the terms of said Agreement and has calculated the amount of this draft in accordance with the terms of the Agreement."

Drafts must be drawn and presented by or on June 08, 2008 by the close of business of the Issuer of the credit and must specify the date and number of this credit. Drafts will be honored within five calendar days of presentment. We hereby engage all drawers that drafts drawn and presented in accordance with this credit shall be duly honored. Partial draws are permitted and the letter of credit shall be reduced by the amount of such partial draws as well as by any reduction letters authorized by the County. The sum of such partial draws shall on no account exceed the Stated Amount of this credit, and upon any draw or reduction letter which exhausts this credit, the original of this credit will be surrendered to us.

Except as expressly stated, this credit shall be subject to the Uniform Customer and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce (Publication NO. 500).

This credit is irrevocable prior to its expiration date unless both parties consent to revocation in writing.

Address of Issuer: FIRST NATIONAL BANK, 100 W CANO, EDINBURG, TX 78540

Signature of Issuer's Authorize Officer: _____

Printed Name: Sergio Garcia, Branch President

Title: Margaret Franco, Senior Loan Operations Officer