

laura.moya

From: yoli [yolanda.cisneros@co.hidalgo.tx.us]
Sent: Tuesday, April 01, 2008 1:34 PM
To: laura.moya@co.hidalgo.tx.us
Cc: agapito.vargas@co.hidalgo.tx.us; carlos.contreras@co.hidalgo.tx.us
Subject: Agenda Item Request
Importance: High
Attachments: Nadia Estates-License Agreements.PDF

Laura, as per our conversation, please place these 4 License Agreements on Nadia Estates Subdivision Road Project for Commissioners' Court Agenda on 04/07/2008.

Thank you,

Yoli Cisneros-Accounts Payable
Hidalgo County Precinct No. 2
301 East State
Pharr, Texas 78577
(956) 787-1891
(956) 787-4683 Fax



HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

JOSE N. PEÑA
Director

MEMORANDUM

To: Hector "Tito" Palacios
Attn: Charlie Contreras

From: Eddy Gonzalez, R.O.W. Agent *E. G.*
Hidalgo County Right Of Way Department

Date: March 28, 2008

Re: Nadia Estates Subdivision
Street Project

Charlie,

Attached you will find the License Agreements needed by you on the Nadia Estates Subdivision Road Project.

You need to have this items on the agenda for Commissioners Court approval and signature by the County Judge as soon as possible.

Should you have any questions, please feel free to call my office @ (956) 283-8134 Ext. 2410.

Cc: Joe Pena, Director HCROWD
File

STATE OF TEXAS
COUNTY OF HIDALGO

LICENSE AGREEMENT

THIS AGREEMENT is made this 27th day of March, 2008 by and between Berta G. Acosta its duly authorized owner, whose address is P.O. Box 2788 San Juan, Texas 78589, hereinafter called **Licensor**, and the County of Hidalgo, acting by and through the Hidalgo County Commissioners Court, whose address is 100 E. Cano, Edinburg, Texas, hereinafter referred to as **Licensee**.

RECITALS

Licensor is the owner of those certain tracts or parcels of land, hereinafter referred to as the Parcel, which is more fully described in Exhibit "A" which is attached hereto and incorporated herein for any and all purpose.

Licensee intends to occupy all or portions of the Parcel for the purpose of storing road construction materials and spoil on said Parcel.

Licensor has agreed to allow Licensee access to the Parcel described on Exhibit "A" for the limited purpose and upon the terms and conditions herein expressed.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Licensor for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to them in hand paid by the Hidalgo County, the receipt and sufficiency of which is hereby acknowledged and confessed, have agreed and by these presents agree to extend to Licensee the right and privilege to enter upon the Parcel herein described for the sole purposed herein stated. The right and privilege of entry is conditioned strictly upon the following terms and conditions:

1. The right and privilege of entry shall extend to Hidalgo County and any contractor entering by and through Hidalgo County for the sole purpose of performing any of the work contemplated by this Agreement. Any further attempt to assign this license will terminate the license without notice.
2. Either party may terminate this agreement by giving thirty (30) days notice to the other party. This Agreement shall extend from the Effective Date of this Agreement for six (6) months and at the expiration of six (6) months shall have the option to extend for an additional six (6) months.
3. Licensee shall be solely responsible for any damages to the Property or injury to third parties resulting from or arising from Licensee's exercise of the license under this Agreement.

4. Licensee as part of this agreement shall provide open cuts for driveways as designated by Licensor prior to construction as noted on Exhibit "A" thereto:

Licensor:

Licensee:

County of Hidalgo

By: Berta G. Acosta
Berta G. Acosta

By: _____
Juan De Dios Salinas

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Juan De Dios Salinas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this _____ day of April, 2008.

Notary Public, State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Berta G. Acosta, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this 27th day of March, 2008.



Guadalupe Rodriguez
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF HIDALGO

LICENSE AGREEMENT

THIS AGREEMENT is made this 27th day of March, 2008 by and between Irma Martinez its duly authorized owner, whose address is P.O. Box 2306 San Juan, Texas 78589, hereinafter called **Licensor**, and the County of Hidalgo, acting by and through the Hidalgo County Commissioners Court, whose address is 100 E. Cano, Edinburg, Texas, hereinafter referred to as **Licensee**.

RECITALS

Licensor is the owner of those certain tracts or parcels of land, hereinafter referred to as the Parcel, which is more fully described in Exhibit "A" which is attached hereto and incorporated herein for any and all purpose.

Licensee intends to occupy all or portions of the Parcel for the purpose of storing road construction materials and spoil on said Parcel.

Licensor has agreed to allow Licensee access to the Parcel described on Exhibit "A" for the limited purpose and upon the terms and conditions herein expressed.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Licensor for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to them in hand paid by the Hidalgo County, the receipt and sufficiency of which is hereby acknowledged and confessed, have agreed and by these presents agree to extend to Licensee the right and privilege to enter upon the Parcel herein described for the sole purposed herein stated. The right and privilege of entry is conditioned strictly upon the following terms and conditions:

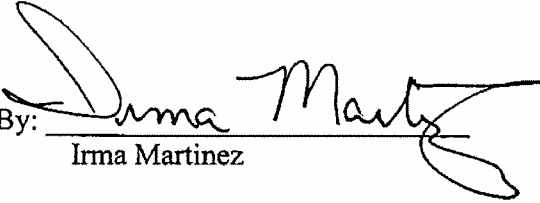
1. The right and privilege of entry shall extend to Hidalgo County and any contractor entering by and through Hidalgo County for the sole purpose of performing any of the work contemplated by this Agreement. Any further attempt to assign this license will terminate the license without notice.
2. Either party may terminate this agreement by giving thirty (30) days notice to the other party. This Agreement shall extend from the Effective Date of this Agreement for six (6) months and at the expiration of six (6) months shall have the option to extend for an additional six (6) months.
3. Licensee shall be solely responsible for any damages to the Property or injury to third parties resulting from or arising from Licensee's exercise of the license under this Agreement.

4. Licensee as part of this agreement shall provide open cuts for driveways as designated by Licensor prior to construction as noted on Exhibit "A" thereto:

Licensor:

Licensee:

County of Hidalgo

By: 
Irma Martinez

By: _____
Juan De Dios Salinas

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Juan De Dios Salinas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this _____ day of April, 2008.

Notary Public, State of Texas

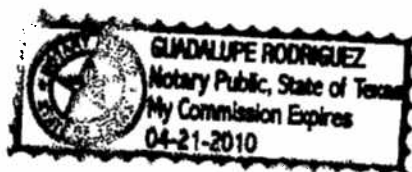
ACKNOWLEDGMENT

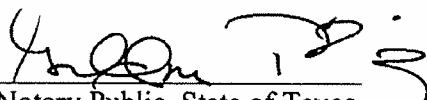
THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Irma Martinez, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this 27th day of March, 2008.




Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF HIDALGO

LICENSE AGREEMENT

THIS AGREEMENT is made this 27th day of March, 2008 by and between Arturo H. Garza its duly authorized owner and Berta G. Acosta as his attorney-in-fact, whose address is P.O. Box 2788 San Juan, Texas 78589, hereinafter called **Licensors**, and the County of Hidalgo, acting by and through the Hidalgo County Commissioners Court, whose address is 100 E. Cano, Edinburg, Texas, hereinafter referred to as **Licensee**.

RECITALS

Licensors is the owner of those certain tracts or parcels of land, hereinafter referred to as the Parcel, which is more fully described in Exhibit "A" which is attached hereto and incorporated herein for any and all purpose.

Licensee intends to occupy all or portions of the Parcel for the purpose of storing road construction materials and spoil on said Parcel.

Licensors has agreed to allow Licensee access to the Parcel described on Exhibit "A" for the limited purpose and upon the terms and conditions herein expressed.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Licensors for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to them in hand paid by the Hidalgo County, the receipt and sufficiency of which is hereby acknowledged and confessed, have agreed and by these presents agree to extend to Licensee the right and privilege to enter upon the Parcel herein described for the sole purposed herein stated. The right and privilege of entry is conditioned strictly upon the following terms and conditions:

1. The right and privilege of entry shall extend to Hidalgo County and any contractor entering by and through Hidalgo County for the sole purpose of performing any of the work contemplated by this Agreement. Any further attempt to assign this license will terminate the license without notice.
2. Either party may terminate this agreement by giving thirty (30) days notice to the other party. This Agreement shall extend from the Effective Date of this Agreement for six (6) months and at the expiration of six (6) months shall have the option to extend for an additional six (6) months.
3. Licensee shall be solely responsible for any damages to the Property or injury to third parties resulting from or arising from Licensee's exercise of the license under this Agreement.

4. Licensee as part of this agreement shall provide open cuts for driveways as designated by Licensor prior to construction as noted on Exhibit "A" thereto:

Licensor:

Licensee:

County of Hidalgo

By: Arturo / Berta G. Acosta
Berta G. Acosta, Attorney-in-fact

By: _____
Juan De Dios Salinas

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Juan De Dios Salinas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this _____ day of April, 2008.

Notary Public, State of Texas

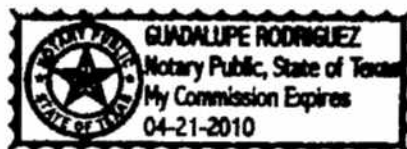
ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Berta G. Acosta, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this 27th day of March, 2008.

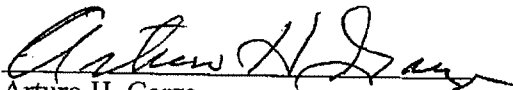


[Signature]
Notary Public, State of Texas

POWER OF ATTORNEY

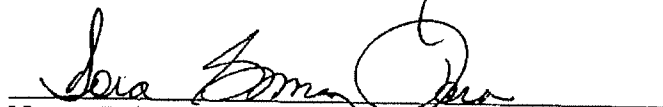
I, Arturo H. Garza, residing at 2007 Harris Ave, Pasadena, Texas 77506 with telephone Number (832) 790-0215 gives my sister Bertha Acosta Power of Attorney where she is residing at Rt. 1 Box 51, San Juan, Texas 78589. I give her Power of Attorney to sign my name on the documents given permission to do the drive way or the ramp on my Properties. The address on the properties is Rt. Box 51.

There are two lots would request to have two car driveway or ramp.

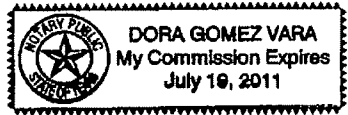

Arturo H. Garza

03-06-08
Date:

Subscribed and sworn on this day 06 of March, 2008.


Notary Public in for the state Texas
Harris County

Received
3/28/08
E. J. [Signature]



STATE OF TEXAS
COUNTY OF HIDALGO

LICENSE AGREEMENT

THIS AGREEMENT is made this 27th day of March, 2008 by and between Monica Garza its duly authorized owner, whose address is P.O. Box 6634 McAllen, Texas 78502-6634, hereinafter called **Licensor**, and the County of Hidalgo, acting by and through the Hidalgo County Commissioners Court, whose address is 100 E. Cano, Edinburg, Texas, hereinafter referred to as **Licensee**.

RECITALS

Licensor is the owner of those certain tracts or parcels of land, hereinafter referred to as the Parcel, which is more fully described in Exhibit "A" which is attached hereto and incorporated herein for any and all purpose.

Licensee intends to occupy all or portions of the Parcel for the purpose of storing road construction materials and spoil on said Parcel.

Licensor has agreed to allow Licensee access to the Parcel described on Exhibit "A" for the limited purpose and upon the terms and conditions herein expressed.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Licensor for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to them in hand paid by the Hidalgo County, the receipt and sufficiency of which is hereby acknowledged and confessed, have agreed and by these presents agree to extend to Licensee the right and privilege to enter upon the Parcel herein described for the sole purposed herein stated. The right and privilege of entry is conditioned strictly upon the following terms and conditions:

1. The right and privilege of entry shall extend to Hidalgo County and any contractor entering by and through Hidalgo County for the sole purpose of performing any of the work contemplated by this Agreement. Any further attempt to assign this license will terminate the license without notice.
2. Either party may terminate this agreement by giving thirty (30) days notice to the other party. This Agreement shall extend from the Effective Date of this Agreement for six (6) months and at the expiration of six (6) months shall have the option to extend for an additional six (6) months.
3. Licensee shall be solely responsible for any damages to the Property or injury to third parties resulting from or arising from Licensee's exercise of the license under this Agreement.

4. Licensee as part of this agreement shall provide open cuts for driveways as designated by Licensor prior to construction as noted on Exhibit "A" thereto:

Licensor:

Licensee:

County of Hidalgo

By: Monica Garza
Monica Garza

By: _____
Juan De Dios Salinas

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Juan De Dios Salinas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this _____ day of April, 2008.

Notary Public, State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Monica Garza, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this 27th day of March, 2008.



Guadalupe Rodriguez
Notary Public, State of Texas