

STATE OF TEXAS

LICENSE AGREEMENT

COUNTY OF HIDALGO

THIS AGREEMENT is made this \_\_\_\_\_ day of December, 2008 by and between Jose Garcia and wife Elida C. Garcia, its duly authorized owners, whose address is 2900 Fortune Ave., San Juan Texas hereinafter called **Licensors**, and the Hidalgo County, acting by and through the Hidalgo County Commissioners Court, whose address is 100 E. Cano, Edinburg, Texas, hereinafter referred to as **Licensee**.

RECITALS

Licensors are the owners 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. The right and privilege to terminate this agreement by either party 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 shall before the termination of this Agreement, be responsible to repair said parcel to its original or better condition.

Licensor:

Licensee:  
County of Hidalgo

\_\_\_\_\_  
Jose Garcia

\_\_\_\_\_  
Juan De Dios Salinas  
County Judge

\_\_\_\_\_  
Elida C. Garcia

#### 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 December, 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 Jose Garcia and wife Elida C. Garcia, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this \_\_\_\_\_ day of December, 2008.

\_\_\_\_\_  
Notary Public, State of Texas