

LICENSE AGREEMENT

STATE OF TEXAS

COUNTY OF HIDALGO

THIS AGREEMENT is made this 3<sup>RD</sup> day of April, 2009 by and between Robert Perales, Inc., its duly authorized owners, whose address is 628 S. Pleasantview, Weslaco, 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:

Post-It <sup>®</sup> Fax Note	7671	Date	4/15	# of pages	4
To	Manica	From	Becky		
Co./Dept.	Budget	Co.	ROW		
Phone #					
Fax #	292 7034	Fax #	283 8402		


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 ninety days (90) and shall have the option to extend for an additional ninety days (90).

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.

4/3/2009  
Licensor: Robert Perales, Inc.

  
By: ROBERT PERALES

Licensee: County of Hidalgo

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

**ACKNOWLEDGMENT**

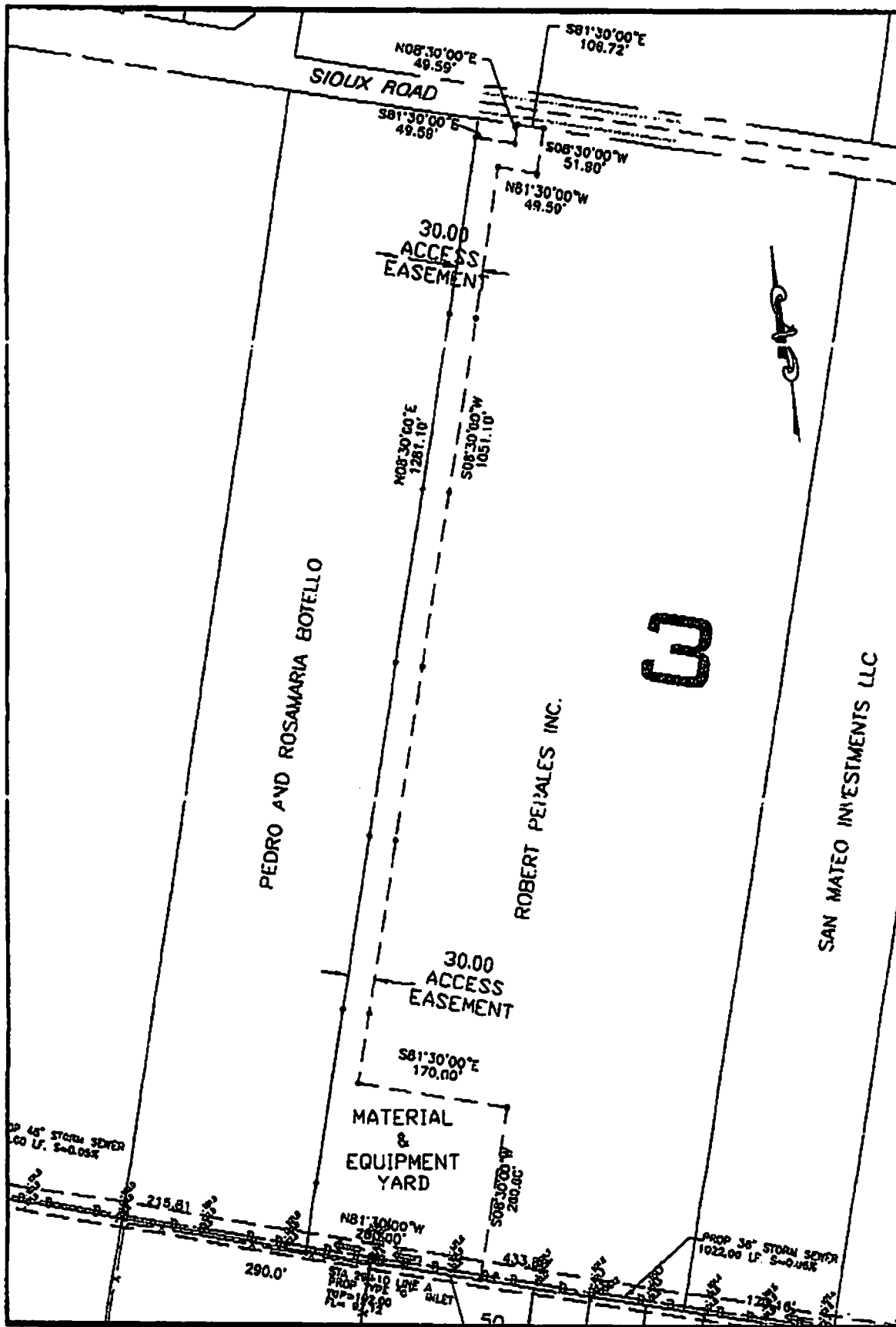
**THE STATE OF TEXAS**

**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 \_\_\_\_\_, 2009.

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



DATE	
BY	
SCALE	
PROJECT	
OWNER	
REVISIONS	
NO. 1	
NO. 2	
NO. 3	
NO. 4	
NO. 5	
NO. 6	
NO. 7	
NO. 8	
NO. 9	
NO. 10	

**CITIZENA DRAINAGE IMPROVEMENTS**  
**SHOWING LOCATION**  
**OF ACCESS EASEMENT, MATERIAL AND EQUIPMENT YARD**

**PRECINCT 2 DRAINAGE**  
**PROJECT**



**CITY OF SAN MATEO**  
**PLANNING DEPARTMENT**  
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 SAN MATEO, CALIFORNIA 94401  
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 WWW.CITYOFSANMATEO.CA.GOV