

STATE OF TEXAS §

COUNTY OF HIDALGO §

AGREEMENT GRANTING ACCESS TO COUNTY PROPERTY

This agreement is made on the _____ day of _____, 2009 by and between Hidalgo County Texas, a political subdivision of the State of Texas (hereinafter "County") and Double O Ent., d/b/a Fiesta Food Stores, hereafter Fiesta

WITNESSETH

WHEREAS, A break has occurred on a sewer line owned by Fiesta;

WHEREAS, Repairing the sewer line break will necessitate digging into the asphalt of the parking lot of County owned property which is more particularly described in Exhibit A, attached hereto and made a part hereof for all purposes;

WHEREAS, Fiesta is requesting access to the County property described in Exhibit A;

WHEREAS, The Commissioner's Court of County acted on the request by Fiesta on May 12, 2009 which was included in Agenda Item A1-15412

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the parties for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, have agreed and by these presents agree to the following:

1. Fiesta and its duly authorized contractors are granted the right to enter upon the property described in Exhibit A for the sole purpose of making any and all repairs to the broken sewer line belonging to Fiesta.
2. Raul Sesin, PE, the Director of the Hidalgo County Planning Department is designated to oversee the work to be performed on County property by Fiesta and/or its duly authorized contractors.
3. Fiesta and / or its contractors will comply with all safety issues in accordance with the County Safety Division rules and regulations.

4. It is specifically understood by the parties that:
- A. The County property will be restored to its original condition after the work is completed at no cost to the County. All of the work contemplated hereunder will be completed no later than the _____ day of _____, 2009.
 - B. Fiesta shall provide County with proof of insurance in an amount acceptable to County for any loss including responsibility for any third party claim on any incident arising from this repair project.
 - C. County shall not be liable or responsible for, and shall be saved and held harmless by Fiesta, from and against any and all suits, actions losses, damages, claims or any liability of any character, type or description including all expenses of litigation, court costs and attorneys fees for injury or death to any person, or injury to property received or sustained by any person or property arising out of or occasioned by, directly or indirectly, the performance of the repair work contemplated under this agreement.
 - D. 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.

JD Salinas
County Judge
County of Hidalgo

JR Trevino
Double O Ent. d/b/a
Fiesta Food Stores

ACKNOWLEDGMENT

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BEFORE ME, the undersigned 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

ACKNOWLEDGMENT

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BEFORE ME, the undersigned Notary Public, on this day personally appeared J.R. Trevino, 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

APPROVED AS TO FORM

Antonio Mendoza
Assistant Criminal District Attorney