

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the _____ day of _____, 2011 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

Richard A. Garza President of BIC Development Corp. hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 18 inch /water/ gas/ sewer/ irrigation line; said line to be constructed of R.C.P. material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows:**

FLAMINGO RANCHES: THE PROPOSED 18" R.C.P. WILL BE BORED AN INSTALLED ACROSS INGLE ROAD TO TIE INTO AN EXISTING 24' R.C.P. STORM LINE. THE BORE IS LOCATED 530.0' WEST OF KENYON ROAD.

The granting, giving and authorizing of permission for the said aforementioned Permittee to so construct, reconstruct, lay and maintain a 18" R.C.P. Storm Sewer along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.
2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.
3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.
4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.
5. Notwithstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct,

reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

6. In the event that the Commissioners' Court of Hidalgo County gives the Permittee permission to cut, burrow and bore beneath the said public road or roadway, the Permittee will replace the road in the same condition as it was, which will require a refill of the ditch caused by installation of the pipe, tamping, and a waiting period of approximately sixty (60) days to allow for proper settling and then a replacement of the surface, if required. The Permittee will notify the County Commissioner of the Precinct in which the construction project is located upon the completion of the refill above mentioned and the County Commissioner will make such inspections as he deems necessary at that time, at the expiration of said sixty (60) day period and after resurfacing has been made to determine if the work has been done properly. Permittee will comply with such requirements in replacing said road as the County Commissioner concerned may require.
7. In the event Hidalgo County, Texas, the State Department of Highways and Public Transportation or any other municipality then constructing, reconstructing, maintaining or any other municipality then constructing, reconstructing, maintaining and operating said public road should, in the orderly course of its construction, reconstruct and/or repairing and maintaining of said road, deem it advisable to relocate said pipeline or to have same removed from said right of way entirely, then the Permittee covenants and obligates itself to remove and relocate said pipeline or to remove same entirely from right of way at its own expense, such removal or relocation to be done at the will and pleasure of the County of Hidalgo, Texas, the State Highways and Public Transportation or any other municipality that may be constructing, maintaining and operating said public road, which covenants, obligations and agreements shall be binding on Permittee, its successors and assigns and should Permittee, upon being given fifteen (15) days written notice to remove or relocate said pipelines by and of the aforementioned agencies, then the agency constructing, reconstructing, maintaining and operating said public road may thereupon remove same and be absolved and any responsibility and liability resulting from damage to said pipeline or injuries to Permittee, its successors and assigns as a result of removing same. By the acceptance of this granting of permission to lay, construct and maintain said pipelines, Permittee fully assumes responsibility and obligates itself to perform in its entirety the covenants, obligations and requirements hereinbefore set out.
8. It is understood and agreed that in the event a leak should develop in said pipeline, and upon being notified by the County of Hidalgo, Texas, acting, through any of its authorized agents and representatives, the Permittee will immediately repair and/or replace the injured or damaged section of said pipeline without delay.
9. It is expressly understood and agreed that no representation is made that the County of Hidalgo, Texas is the owner in fee or holder of an easement over and across the public road right of way in question and under consideration, and Permittee shall fully satisfy itself of the right to enter upon said land for the purposes of laying, constructing and maintaining of said pipeline so far as the fee owner thereof is concerned. The County of Hidalgo, Texas shall be by Permittee hold blameless from any damages or injuries occasioned by the entry and acts of Permittee as a result of the construction, maintenance and operation of said pipeline, and Permittee assumes full responsibility and liability for any damages or injuries arising or occasioned therefrom. In the event that legal action is brought against the County of Hidalgo with regard to such entry and acts of Permittee, the Permittee agrees to defend such action at its own cost and agrees to pay all court costs and attorney's fees incident thereto.
10. Permittee, in consideration of the County of Hidalgo, Texas granting and permitting the installation, construction, laying and maintaining the aforescribed pipeline over, along or across County's public road

as hereinbefore before set forth, agrees to defray the expense of a supervisor designated by the Commissioner of the Precinct in which said roads are situated, which said supervisor, acting as the agent of the County, shall have the right, during the construction, laying installation or in maintenance thereof of said pipeline, to assure the County that said work of constructing, laying or maintaining of said line, including the removal and replacement, is all done in accordance with the provisions of the permit, and failure of Permittee to so perform as provided therein shall constitute grounds, at the election of Permitter, to terminate this contract and agreement instantly.

11. This permit will expire approximately (1) year to the day it was approved through the County Commissioners Court of Hidalgo County, Texas.

WITNESS our hands this the _____ Day of _____, 2011.

COUNTY JUDGE

COMMISSIONER, PRECINCT NO. 1

COMMISSIONER, PRECINCT NO. 2

COMMISSIONER, PRECINCT NO. 3

COMMISSIONER, PRECINCT NO. 4

Richard A. Garza

of Permittee,

BIC Development Corp.

(Printed Name of Agent)

(Company Name)

3910 W. Freddy Gonzalez Dr. Edinburg, Texas 78539 Phone (956)383-6295 Fax (956) 383-1633

(Address / Phone / Fax)

in the aforementioned permit, does hereby accept the granting of same upon the terms, conditions and agreements, covenants and obligations as set forth therein, and agrees that same shall be fully binding upon the Permittee, its successors and assigns.

WITNESS my hand this the 15th Day of MARCH, 2011.

BY: 

Signature

President

Title

STATE OF TEXAS §

COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for Hidalgo County, Texas, on this day personally appeared RAMON GARCIA, County Judge of Hidalgo County, Texas and JOEL QUINTANILLA, HECTOR PALACIOS, JOE M. FLORES and JOSEPH PALACIOS Commissioners of Hidalgo County, Texas known to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2011.

Notary Public, State of Texas

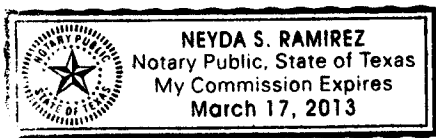
My Commission Expires: _____

STATE OF TEXAS §

COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for Hidalgo County, Texas, on this day personally appeared Richard A. Garza, Agent of BIC Development Corp. known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of this said Quintanilla, Headley & Associates, Inc a corporation, and that he executed the same as the act of such corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day of MARCH, 2011.



Neyda Ramirez
Notary Public, State of Texas

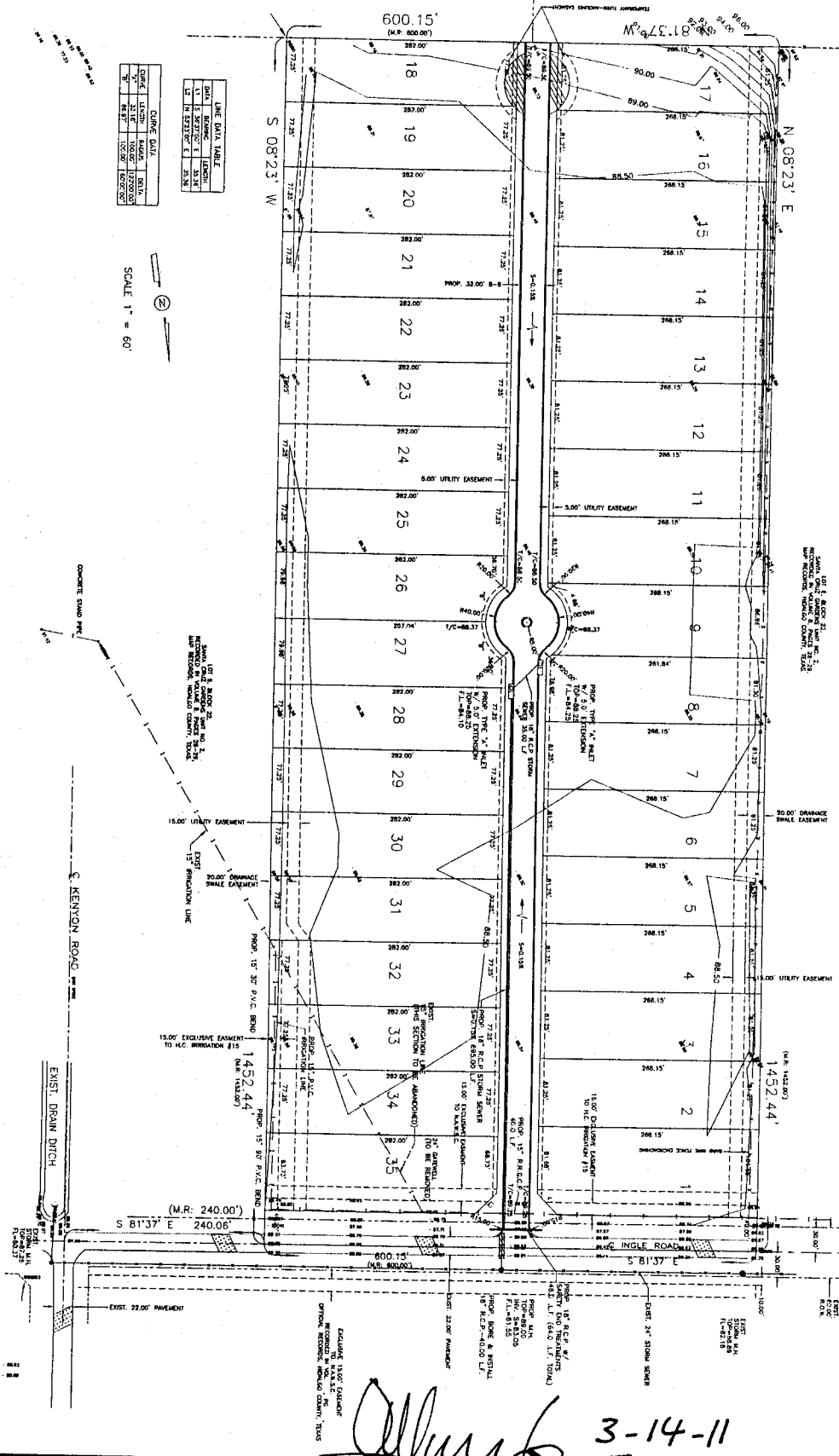
My Commission Expires: 3/17/13

LOT 11, BLOCK 12
SANTA CRUZ GARDENS UNIT NO. 2
RECORDED IN VOLUME 8, PAGES 74-78
MAP RECORDS, DALLAS COUNTY, TEXAS

LOT 17, BLOCK 12
SANTA CRUZ GARDENS UNIT NO. 2
RECORDED IN VOLUME 8, PAGES 74-78
MAP RECORDS, DALLAS COUNTY, TEXAS

LINE DATA TABLE	
LINE NO.	DESCRIPTION
1	15.00' EXCLUSIVE EASEMENT TO H.C. INFRASTRUCTURE
2	15.00' EXCLUSIVE EASEMENT TO H.C. INFRASTRUCTURE
3	15.00' EXCLUSIVE EASEMENT TO H.C. INFRASTRUCTURE
4	15.00' EXCLUSIVE EASEMENT TO H.C. INFRASTRUCTURE
5	15.00' EXCLUSIVE EASEMENT TO H.C. INFRASTRUCTURE
6	15.00' EXCLUSIVE EASEMENT TO H.C. INFRASTRUCTURE
7	15.00' EXCLUSIVE EASEMENT TO H.C. INFRASTRUCTURE
8	15.00' EXCLUSIVE EASEMENT TO H.C. INFRASTRUCTURE
9	15.00' EXCLUSIVE EASEMENT TO H.C. INFRASTRUCTURE
10	15.00' EXCLUSIVE EASEMENT TO H.C. INFRASTRUCTURE
11	15.00' EXCLUSIVE EASEMENT TO H.C. INFRASTRUCTURE
12	15.00' EXCLUSIVE EASEMENT TO H.C. INFRASTRUCTURE
13	15.00' EXCLUSIVE EASEMENT TO H.C. INFRASTRUCTURE
14	15.00' EXCLUSIVE EASEMENT TO H.C. INFRASTRUCTURE
15	15.00' EXCLUSIVE EASEMENT TO H.C. INFRASTRUCTURE
16	15.00' EXCLUSIVE EASEMENT TO H.C. INFRASTRUCTURE
17	15.00' EXCLUSIVE EASEMENT TO H.C. INFRASTRUCTURE
18	15.00' EXCLUSIVE EASEMENT TO H.C. INFRASTRUCTURE
19	15.00' EXCLUSIVE EASEMENT TO H.C. INFRASTRUCTURE
20	15.00' EXCLUSIVE EASEMENT TO H.C. INFRASTRUCTURE
21	15.00' EXCLUSIVE EASEMENT TO H.C. INFRASTRUCTURE
22	15.00' EXCLUSIVE EASEMENT TO H.C. INFRASTRUCTURE
23	15.00' EXCLUSIVE EASEMENT TO H.C. INFRASTRUCTURE
24	15.00' EXCLUSIVE EASEMENT TO H.C. INFRASTRUCTURE
25	15.00' EXCLUSIVE EASEMENT TO H.C. INFRASTRUCTURE
26	15.00' EXCLUSIVE EASEMENT TO H.C. INFRASTRUCTURE
27	15.00' EXCLUSIVE EASEMENT TO H.C. INFRASTRUCTURE
28	15.00' EXCLUSIVE EASEMENT TO H.C. INFRASTRUCTURE
29	15.00' EXCLUSIVE EASEMENT TO H.C. INFRASTRUCTURE
30	15.00' EXCLUSIVE EASEMENT TO H.C. INFRASTRUCTURE
31	15.00' EXCLUSIVE EASEMENT TO H.C. INFRASTRUCTURE
32	15.00' EXCLUSIVE EASEMENT TO H.C. INFRASTRUCTURE
33	15.00' EXCLUSIVE EASEMENT TO H.C. INFRASTRUCTURE
34	15.00' EXCLUSIVE EASEMENT TO H.C. INFRASTRUCTURE
35	15.00' EXCLUSIVE EASEMENT TO H.C. INFRASTRUCTURE

SCALE 1" = 50'



Oliver 3-14-11

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS LAND SURVEYORS
124 E. STUBBS ST. PHONE 956-361-0490
EDINBURG, TEXAS 76539 FAX 956-361-0527
REGISTRATION NUMBER F-1513



FLAMINGO RANCHES
PAVING & DRAINAGE LAYOUT

JOB NO.	
DATE	JAN 7 2008
PROJECT	
SCALE	1"=50'
DRAWN BY	M.C.
CHECKED	