

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is made and entered into as of the 24<sup>th</sup> day of July, 2012, by and between Maria Imelda Garza whose address is 1117 S. Peking, McAllen, Texas 78501 ("Licensor") and HIDALGO COUNTY whose address is 1615 S. Closner, Suite J, Edinburg, Texas 78539 ("Licensee").

### WITNESSETH:

1. License. Subject to the terms and conditions contained in this Agreement, Licensor hereby grants to Licensee a non-exclusive license (the "**License**") in, over, under and across that certain real property described on Exhibit A attached hereto (the "**Parcel**") to clean the area, store construction equipment, and construction materials (the "**Permitted Use**"), and for no other purpose (the "**Project**"). The License is granted solely to the extent of Licensor's right, title and interest in the Parcel, without any express or implied warranties. **LICENSOR HAS NOT MADE AND DOES NOT HEREBY MAKE AND HEREBY SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PARCEL.** Licensee has inspected the Parcel, accepts the same "**AS IS, WHERE IS, WITH ALL FAULTS,**" and agrees that Licensor is under no obligation to perform any work or provide any maintenance, repairs or materials to the Parcel for the benefit of Licensee.

2. Term of License. The term of the License shall begin on the date of this Agreement and, subject to paragraph 8 below, shall continue until the earlier of (a) the completion of the Project or (b) July 31, 2014. Following the termination of the License, the parties shall have no further rights or obligations under this Agreement (except for those obligations that survive the termination or expiration of the License). In the event Licensee retains possession of the Parcel or any portion thereof after the termination of the License, such possession and use shall be an unlawful detainer, and no tenancy or interest shall result from such possession; Licensee shall be subject to immediate removal. Licensee shall also pay all damages sustained by Licensor as a result of such holdover. The damages payable during any holdover period shall be payable to Licensor on demand.

3. Access to Parcel. Subject to the terms and conditions of this Agreement, Licensee shall have continuous access to the Parcel on a non-exclusive basis for the Permitted Use; provided, however, such access shall be limited to Licensee, its employees, contractors and other persons under its direct supervision who need to access the Parcel for the Permitted Use. Neither Licensor nor any of its affiliates, elected officials, officers, employees, agents, representatives, licensees or invitees (collectively, "**Licensor Parties**") shall have any responsibility or liability for the conduct or safety of any of Licensee's elected officials, agents, representatives, contractors, employees, licensees, invitees or any other person afforded access to the Parcel by or on behalf of Licensee while such parties are using any part of the Parcel, **EVEN IF ANY LIABILITY, DAMAGE, LOSS, COST, EXPENSE, CLAIM, DEMAND, OR**

**INJURY IS CAUSED BY THE STRICT LIABILITY OR NEGLIGENCE, (BUT NOT THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF ANY LICENSOR PARTY**, it being understood and agreed that Licensee shall be solely liable for any liability, damage, loss, costs, expenses, claims, demands, actions, injury to or death of any such person (or any third party) which results from or arises out of the use of the Parcel by Licensee and/or its elected officials, agents, representatives, contractors, subcontractors, employees, licensees, invitees or any other such person from any cause. Licensee will keep the Parcel free from all liens and claims, legal or equitable, arising out of its activities, including mechanics' and materialmen's liens. If a lien or claim is filed by anyone claiming by, through or under Licensee, Licensee will discharge same within 10 days of filing by payment or posting of a surety bond. The provisions of this paragraph shall survive the termination or expiration of the License.

4. Maintenance of Parcel. At all times during the term of the License, Licensee shall maintain the Parcel in a good and safe condition. Licensee shall comply with all federal, state and local laws, rules, regulations, ordinances applicable to its use of the Parcel. Without limiting the foregoing, Licensee shall obtain any permits required for the Permitted Use prior to commencing such Permitted Use and shall at all times comply with the requirements of such permits.

5. Hazardous Materials. Licensee will not cause or permit the storage, use, generation or disposition of Hazardous Materials in or about the Parcel without the prior written consent of the Licensor. A "**Hazardous Material**" is any substance (a) the presence of which requires notification, investigation or remediation under applicable federal, state or local laws, rules, regulations, ordinances and permits; or (b) which is defined, listed or regulated by any governmental authority as a "hazardous waste", "extremely hazardous waste", "solid waste", "toxic substance", "hazardous substance", "hazardous material" or "regulated substance", or otherwise regulated under applicable laws, rules, regulations, ordinances and permits, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and similar statutes.

6. No Sublicense or Assignment. Licensee shall not assign its rights under this Agreement or grant any sublicense with respect to all or any portion of the Parcel without the prior written consent of Licensor. Any occupancy or use arrangement, assignment or sublease made without the prior written consent of Licensor shall be null and void.

7. No Interest in Real Property. The License, this Agreement nor the use of the Parcel for the Permitted Use or otherwise shall be construed to confer any interest or estate of any kind whatsoever in the Parcel to Licensee or to create a partnership or joint venture between Licensor and Licensee.

8. Subordination to Mortgages. The License and this Agreement shall be subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter filed against the Parcel by any bona fide third party lender of Licensor and to any renewals, modifications, consolidations, refinancings, and extensions thereof.

This provision is hereby declared by the parties to be self-operative and no further instrument shall be required to effect such subordination.

9. Default By Licensee. It shall be a default by Licensee under this Agreement if Licensee fails to comply with any term, provision, condition or covenant of this Agreement. Upon the occurrence of such a default, Licensors shall have the option to (a) proceed to cure such failure and Licensee shall immediately reimburse Licensor for the costs thereof upon demand, (b) terminate the License by giving notice of such termination to Licensee, in which event Licensee shall immediately surrender the Parcel to Licensor and the parties shall have no further obligations under this Agreement (except for those obligations that survive the termination or expiration of the License) or (c) exercise any remedies that may be available to it at law or in equity.

10. **Notice**. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo  
Attention: County Judge Ramon Garcia  
P.O. Box 758  
Edinburg, Texas 78540-0758

If to Licensor: Maria Imelda Garza  
1117 S. Peking  
McAllen, Texas 78501

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

11. **Texas Law to Apply**. 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, Texas.

IN WITNESS WHEREOF, this Agreement is executed as of the day first written above.

LICENSOR:

\_\_\_\_\_  
LICENSEE:

HIDALGO COUNTY

By: \_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_