



**U.S. Customs and  
Border Protection**

Hidalgo County Parks and Recreation  
Joe M. Flores, Commissioner PCT 3  
724 Breyfogle  
P.O. Box 607  
McAllen, TX 78574

APR 14 2010

Dear Joe M. Flores, Commissioner PCT 3:

We are contacting you to schedule a meeting to request your written permission to enter your land in Texas to perform road maintenance and repair (M&R) activities. At this meeting, we will present our proposed License Agreement to you. The U.S. Border Patrol traverses your property from time to time in the course of carrying out its mission to reduce illicit cross-border activity. As such, U.S. Customs and Border Protection (CBP) would like to do its part to service delineated roadway(s) that are located on your property.

CBP's goal is to reach a voluntary agreement authorizing the M&R work. We hope that you and other landowners will assist us in our strategy to secure our Nation's borders.

To schedule the date, time and location of the proposed meeting – or if you have any questions, please contact SBPA Gerardo "Jerry" Guerra at (956) 217-3730. Thank you for your cooperation.

Sincerely,

A handwritten signature in blue ink, appearing to read "C. Colacicco".

Christopher J. Colacicco  
Director, Real Estate and Environmental Services Division  
Border Patrol Facilities and Tactical Infrastructure  
Program Management Office  
U.S. Customs and Border Protection

## **License Agreement**

**between**

**U.S. Customs and Border Protection**

**and**

**Hidalgo County, Texas**

**Rio Grande Valley Border Patrol Sector**

WHEREAS, Hidalgo County, Texas (hereinafter "Licensor") is the lawful owner of the property at BK to Anzalduas Park Rd., Parcel ID# UNKNOWN (hereinafter "Property") as shown on Exhibit A;

WHEREAS, U.S. Customs and Border Protection (hereinafter "CBP"), through the United States Border Patrol, is responsible for securing the United States border;

WHEREAS, from time to time, CBP, its officers, employees, agents and contractors may enter upon the Property to maintain and repair roadways to ensure that CBP is able to safely and effectively patrol the United States border;

WHEREAS, Licensor understands and acknowledges that this License does not affect the authority of CBP to access property, as authorized by law, in the course of performing its border security and enforcement mission;

WHEREAS, this License expresses Licensor's permission for CBP, its officers, employees, agents and contractors to access the Property for the purpose of maintaining and repairing roadways located on the Property; and

WHEREAS, Licensor acknowledges that well-maintained roadways on the Property provide a benefit to Licensor;

**IT IS HEREBY AGREED** by Licensor, effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that CBP, its officers, employees, agents and contractors are permitted to enter upon the Property to maintain and repair existing roadways (including, but not limited to, removing hazards, graveling, grading, debris removal, filling in potholes, mowing, and/or correcting weather-related damage to roadway surfaces) located on the Property. Licensor agrees to permit CBP, its officers, employees, agents and contractors to temporarily store maintenance and repair equipment and material on the Property. Licensor further agrees to permit CBP, its officers, employees, agents and contractors to enter upon the Property for the purpose of accessing and maintaining adjacent properties.

**THE LICENSOR FURTHER AGREES** that, for a period not to exceed one hundred and eighty (180) days from the effective date of this License, CBP, its officers, employees, agents, and contractors shall have the right to enter upon the Property for the purpose of conducting environmental assessments, including the right to temporarily store, move and remove necessary equipment and supplies, survey, stake out, appraise, bore and take soil and/or water samples, and to perform any other such work which may be necessary and incidental to the CBP's assessment of the Property prior to CBP maintenance and repair of existing roadways located on the Property under this License.

1. **Authority.** Licensor affirms its lawful ownership of the Property and its authority to execute this License to permit CBP, its officers, employees, agents and contractors to access the Property for the purpose of maintaining and repairing roadways located on the Property and/or for the purpose of conducting environmental assessments on the Property.

2. Revocability. CBP's right to enter upon the Property to maintain and repair existing roadways on the Property pursuant to this License will not automatically terminate upon a date certain; however Licensor retains the right to revoke the License, and any rights granted herein, at any time and for any reason. NOTICE: In the event Licensor decides to revoke this License, Licensor agrees to provide written notice of revocation to CBP at least 30 days prior to the date of revocation by delivering the notice to the License Administrator at the following address:

U.S. Customs and Border Protection  
ATTN: License Administrator  
1301 Constitution Avenue NW, Suite B155  
Washington, D.C. 20229

The License Administrator can also be reached via phone at (888) 657-5942 or via email at [borderfenceplanning@cbp.gov](mailto:borderfenceplanning@cbp.gov)

3. Contact for Questions, Concerns or Changes of Ownership Information. After executing this License, should the Licensor have any questions or concerns regarding this License or work performed under this License – CBP invites the Licensor to contact the License Administrator cited above. CBP is committed to being responsive to any and all correspondence received from Licensors. Additionally, the Licensor is encouraged to notify the License Administrator of any changes in land ownership – to include changes to the Licensor's contact information (name, address, phone, etc.).

4. Restoration. Considering the nature of the use authorized by this License, in the event of revocation, or in the event CBP determines that it is no longer necessary to access the Property for the purpose of maintaining and repairing roadways pursuant to this License, CBP will remove maintenance equipment from the Property, but CBP will not cause the Property to be restored to any earlier condition, provided, however, that

CBP will refill any bore holes that are created as a part of CBP's assessment of the Property.

5. Costs. Licensors acknowledges that this License is being granted to CBP without cost or monetary compensation to Licensors. CBP acknowledges that it is responsible for the costs of the maintenance and repair and/or assessment activities performed under this License.

6. Non-Exclusivity. CBP's use of the Property authorized by this License does not limit Licensors's ability to use the Property. However, Licensors understands that this License in no way restricts CBP from conducting any statutorily authorized activities on the Property.

7. Permission Specific to Licensors. This License is effective only insofar as Licensors retains ownership of the Property. Licensors agrees to provide written notice of revocation as set forth above in the event Licensors transfers its ownership of the Property.

8. No Assignment or Transfer. Only CBP, its officers, employees, agents and contractors may enter upon the Property pursuant to this License.

9. Modification or Amendment. This license may only be modified or amended by a written agreement, signed by Licensors and an authorized representative of CBP.

10. No Waiver of Federal Tort Claims Act Remedies. Licensors does not waive any right to seek remedies for any damages that may result from this License. Licensors understands that its exclusive remedy for damage claims is pursuant to the Federal Tort Claims Act.

**IN WITNESS WHEREOF**, Licensor and an authorized representative of CBP have caused this License to be executed.

**For Licensor:**

Hidalgo County

\_\_\_\_\_ on \_\_\_\_\_  
Ramon Garcia Hidalgo County Judge                      Date

**Attest:**

**For U.S. Customs and Border Protection:**

\_\_\_\_\_ on \_\_\_\_\_  
Christopher J. Colacicco                                      Date  
Director, Real Estate and Environmental Services Division  
Border Patrol Facilities and Tactical Infrastructure  
Program Management Office  
U.S. Customs and Border Protection



Hidalgo



Property ID

Reference

Row

Parcel



Legend