

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

CONSTRUCTION EASEMENT AND AGREEMENT

STATE OF TEXAS §

COUNTY OF HIDALGO §

That Paige Harbison Saenz, Jacque Harbison and Laura Harbison Sirles ("Grantor"), for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and for other good and valuable consideration, to Grantor in hand paid by the Hidalgo County, Texas ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, does hereby GIVE, GRANT, and CONVEY unto Grantee, a construction easement of twenty five feet (25') running parallel along and abutting the _____ side of the Easement Property described below, for the construction of a drainage ditch and related appurtenances and related improvements (the "Facilities"), such construction easement terminating two years from the date of this Agreement or upon the completion of said Facilities in, along, upon, over and across the following described property, whichever is earlier:

See Exhibit A and Exhibit B attached hereto and incorporated herein at this point for all purposes (the "Easement Property").

Grantee agrees to haul off all of the dirt that is excavated from the Easement Property described below for the Facilities with part, in an amount determined by Grantor, to be hauled off to a different location to be determined by Grantor which shall in no event be greater than 3 miles from the servient estate and the remainder to be hauled off to a different location determined by Grantee. Upon completion of the Facilities, Grantee will return and maintain the Easement Property other than the drainage ditch and it's embankments to the level grade that existed prior to commencing the construction of the Facilities. Grantor will retain the right to drain surface and/or subsurface water from surrounding property that Grantor owns to the Facilities provided that such drainage connection to the Facilities is feasible and does not interfere with the Facilities.

To the extent permitted by law, Grantee agrees to indemnify, hold harmless and defend Grantor, his heirs, administrators and executors from and against any claim, loss, damage, liability, and expense, incurred or suffered by them, by reason of any and all claims, demands, or causes of action asserted or that may be asserted against Grantor, his heirs, administrators and executors, whether arising from intentional or negligent acts or omissions, and involving, arising out of, or in any manner relating to this Easement.

Grantee accepts the Easement "as is," "where is" and "with all faults", and without any representation or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties,

including but not limited to (i) the physical condition of the property or any element thereof, including, without limitation, warranties related to suitability for habitation, merchantability or fitness for a particular purpose; (ii) the nature or quality of construction, structural design and engineering of any improvements; (iii) the quality of the labor and materials included in any improvements; (iv) the soil conditions; drainage or other conditions existing at the property with respect to any particular purpose, developmental potential or otherwise; (v) all warranties created by any affirmation of fact or promise or by any description of the property; and (vi) all other warranties and representations whatsoever.

WITNESS THE GRANTOR'S HAND, this ____ day of _____, 2015.

GRANTOR:

PAIGE HARBISON SAENZ

JACQUE HARBISON

LAURA HARBISON SIRLES

GRANTEE:

HIDALGO COUNTY, TEXAS

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS §

§

COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared PAIGE HARBISON SAENZ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2015.

Notary Public, State of Texas

Exhibit A

Parcel 30

Being a 4.442 acre (193,500 S.F.) tract of land out of that certain 30.00 acre tract of land, conveyed to Paige Harbison, et al as recorded in Document No. 1226696, of the Official Records of Hidalgo County, Texas (H.C.O.R.), Texas, also out of Farm Tract 2132, OF THE NORTH CAPISALLO DISTRICT SUBDIVISION, as recorded in Volume 2, Pages 7-20, of the Map Records of Hidalgo County (H.C.M.R.), Texas, said 4.442 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped "DLS BNDRY MKR" (hereinafter referred to as "with cap") set at tile North right-of-way line of Mile 15 1/2, North Road (60.00' right-of-way width), the common corner of said 30.00 acre tract of land and that certain 2.10 acre tract of land conveyed to Alejandro Trevino, et ux, recorded in Document No. 2001112, (H.C.O.R.), Texas, for the Southeast corner of this tract, from which the common corner of Farm Tracts 2131, 2132, 2135 and 2136, bears South 01 degrees 13 minutes 03 seconds East, a distance of 30.00 feet to a set PK Nail;

THENCE, South 88 degrees 46 minutes 57 seconds West, along the North light-of-way line of Mile 15 1/2, North Road (60.00' right-of-way width), a distance of 150.00 feet to a 5/8 inch iron rod with cap set, for tile Southwest corner of this parcel;

THENCE, North 01 degrees 13 minutes 03 seconds West, running parallel with tile common boundary line of said 30.00 acre tract and 37.34 acre (remainder) tract of land conveyed to Paige Harbison, Jacque Harbison and Laura Harbison recorded in Document No. 1226696, (H.C.O.R.), Texas, a distance of 1290.00 feet to a 5/8 inch iron rod with cap set for the Northwest corner of this parcel;

THENCE, North 88 degrees 46 minutes 57 seconds East, along the common boundary line of Farm Tracts 2132 and 2133, a distance of 150.00 feet to a point for the Northeast corner of this parcel;

THENCE, South 01 degrees 13 minutes 03 seconds East, along the common boundary line of said 30.00 acre tract and 37.34 acre (remainder) tract of land, a distance of 1290.00 feet to the POINT OF BEGINNING of the herein described tract of land, said tract contains the gross amount of 4.442 acres (193,500 SF), of which 1.495 acres (65,137 S.F.) fall within the Hidalgo and Cameron Counties Water Control and Improvement District No.9, r.o.w. easement (105.00' wide) and 0.060 acres (2,588 S.F.) fall within the West Natural Gas Co. pipeline easement (40.00' wide), recorded in Vol. 1036, Pg. 262, of the Deed Records of Hidalgo County, Texas, and Hidalgo and Cameron Counties Water Control and Improvement District No.9, r.o.w. easement (105.00' wide), and also 0.053 acres (2,300.39 S.F.) fall within the West Natural Gas Co. pipeline easement (40.00' wide); leaving a net area of 2.834 acres (123,475 S.F.), more or less.

Parcel 35

Being a 6.367 acre (277,348 S.F.) tract of land out of that certain 40.00 acre tract of land (Tract 2), conveyed to Paige Harbison, et al, as recorded in Document No. 1196838, of the Official Records of Hidalgo County, (O.R.H.C.), Texas, also out of Farm Tract 2103, OF THE NORTH CAPISALLO DISTRICT SUBDIVISION, as recorded in Volume 2, Pages 7-20, of the Map Records of Hidalgo County (H.C.M.R.), Texas, said 6.367 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped "DLS BNDRY MKR" (hereinafter referred to as "with cap") set on the North right-of-way line of Mile 14 1/2 North Road (60.00' right-of-way width), same being at the common comer of said subject 40.00 acre tract and that certain 40.00 acre tract of land conveyed to Jack W, Harbison, Jr. and wife Betty Harbison, as recorded in Document 2312040, (O.R.H.C.), Texas, for the Southwest comer of this parcel, from which the common comer of Farm Tracts 2099,2100,2103 and 2104, bears South 01 degrees 13 minutes 03 seconds East, a distance of 15.00 feet to a set PK Nail;

THENCE, North 01 degrees 13 minutes 03 seconds West, along the common boundary line of said Farm Tracts 2103 and 2100, a distance of 1290.00 feet to a 5/8 inch iron rod with cap set at the common comer of Farm Tracts 2100,

2101, 2102 and 2103, for the Northwest corner of this parcel;

THENCE, North 88 degrees 46 minutes 57 seconds East, along the common boundary line of said subject 40.00 acre tract and that certain 40.00 acre tract of land conveyed to Mary Jane Malone, et al, as recorded in Document No. 1051583, (O.R.H.C.), Texas, a distance of 215.00 feet to a 5/8 inch iron rod with cap set for the Northeast comer of this parcel;

THENCE, South 01 degrees 13 minutes 03 seconds East, across said 40.00 acre tract and running parallel with the common boundary line of said Farm Tract 2103 and Farm Tract 2100, a distance of 1290.00 feet to a 5/8 inch iron rod with cap set on the North right-of-way line of said Mile 14 1/2 North Road, for the Southeast corner of this parcel;

THENCE, South 88 degrees 46 minutes 57 seconds West, along the North right-of-way line of said Mile 14 1/2 North Road, a distance of 215.00 feet to a POINT OF BEGINNING of the herein described tract of land, said tract contains the gross amount of 6.367 acres (277,348 S.F.), of which 0.074 acres (3,000 S.F.) fall within the North Alamo Water Supply Corporation, r.o.w. easement (15.00' wide), and of which 0.439 acres (19,123 S.F.) also fall within the Hidalgo and Cameron Counties Water Control and Improvement District No.9 pipeline easement (30.00' wide), leaving a net area of 5.854 acres (255,000 S.F.), more or less.