

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, hereinafter called the "County", by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 15th day of December, 2015 does by these presents GRANT, GIVE AND RELINQUISH TO: Hidalgo Wind Farm LLC

hereinafter called Permittee, the Right, Privilege and Authority to perform certain work ("Work"), described as follows:

- Soil Sample #1: On Kotzur Rd., approximately 300 ft. west of the intersection of Kotzur Rd. and FM 490.
- Soil Sample #2: On Kotzur Rd., approximately .5 miles west and then north of the intersection of Kotzur Rd. and FM 490.
- Soil Sample #3: On Kotzur Rd., approximately 1.27 miles west and then north of the intersection of Kotzur Rd. and FM490.
- Soil Sample #4: On Mile 16 Rd., approximately 700 ft. west of the intersection of Mile 16 Rd. and FM 2058.
- Soil Sample #5: On Mile 16 Rd., approximately 1.04 miles west of the intersection of Mile 16 Rd. and FM 2058.
- Soil Sample #6: On Ware Rd., approximately 100 ft. north of the intersection of Ware Rd. and FM 490.
- Soil Sample #7: On Ware Rd., approximately .31 miles north of the intersection of Ware Rd. and FM 490.

The granting, giving and authorizing of permission for the said aforementioned Permittee to do such Work along the above described public road being conditioned that Permittee agrees that:

1. Intentionally deleted.
2. The Permittee will employ a competent person or firm to do such Work and complete it in accordance with the covenants and conditions herein set forth.
3. Permittee shall stake 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 obtain all permits required by any jurisdiction and will use all proper caution in performing the work to prevent injury to all persons and property.
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 County 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.