



Hidalgo County
Planning
Department

T.J. Arredondo, CFM
Director of Planning

Main Office

1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 3 Substation

2401 N. Moorefield Road
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

PIPELINE AND UTILITY PERMIT APPLICATION PACKET

THE STATE OF TEXAS

COUNTY OF HIDALGO

PRECINCT 3

**APPLICATION AND AGREEMENT FOR PIPELINE OR
UTILITY PERMIT**

Date: 08/10/20

Agua SUD

(hereinafter referred to as "Applicant") does hereby make application to the Hidalgo County through the Hidalgo County Planning Department (hereinafter referred to as "HCPD") to construct, maintain and repair pipelines or utilities across the easements, right-of-ways, property or property interest as described below.

Information required:

1. Name, Address and Phone number of Applicant:

Pamela Perez, Agua SUD, 3120 Abram Road,
Palmview, Texas 78572 956-585-2459

2. Name, Address and Phone number of company or agency owning Pipeline or Utility (please indicate if same as Applicant):

Pamela Perez, Agua SUD, 3120 Abram Road,
Palmview, Texas 78572 956-585-2459

3. Name, Address and Phone number of operator of Pipeline or Utility (please indicate if same as Applicant):

Agua SUD, 3120 Abram Road, Palmview, Texas 78572
956-585-2459

4. Name, Address and Phone number of contractor to install Pipeline or Utility:

Triple A Dump Truck Service, P.O. Box 297, Mission, Texas 78573
956-929-4011



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5. Is this a common carrier pipeline or utility? If yes, please submit the Applicant's Texas Railroad Commission Form "T-4" or similar form designating the facility:

No

6. Does Applicant have the Power of Eminent Domain?

No

7. Will the product be carried for hire or by the owner of the goods?

Yes

8. Name and Legal description of property owner requesting utility services if applicable:

Being a 67.97 acre tract of land out of Block 16, Texan Gardens Subdivision, recorded in Volume 8, Page 57, Map Records, Hidalgo County, Texas.

9. Type of utility work within county road right-of-way:

Bore Crossing Line Extension Along R.O.W. Other _____

10. Where is the origin of the line?

Along the West side of Western Road is an Existing 8" waterline.
Western Crossing 1- Length 1,142 feet 26 feet of 16" steel casing
Western Crossing 2- Length 1,142 feet 26 feet of 16" steel casing

11. Where is the destination of the line?

Western Crossing 1 is located at 2,647 feet North from Mile 6 and Western Road Interesection

Western Crossing 2 is located at 2,257 feet North from Mile 6 and Western Road Interesection



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X1:1019260.8798 Y:16641805.7426

12. Utility Crossing Coordinate X: 1019201.1596 Y: 16641425.1190
(NAD 83 Texas South FIPS 4205 feet)
13. Number and size of lines:
Western (1) : 8 in pvc waterline w/ 16-inch steel casing
Western (2) : 8 in pvc waterline w/ 16-inch steel casing
14. Pressure (each line):
+/- 40 PSI
15. Content (each line):
Water
16. Estimated date of installation of Pipeline or Utility:
Upon approval of County Commissioners Court



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If requested permit is granted by HCPD, Applicant, in consideration thereof, agrees and binds itself as follows:

1. All pipelines or utilities herein will be horizontally placed within the right-of-way as determined by HCPD and at a minimum depth of five (5) feet below natural ground. Depth, horizontal, and vertical location shall be confirmed by HCPD Inspectors.
2. Location map, profile, and plans concerning the proposed pipeline or utility crossing will be furnished with this application.
3. HCPD will be notified in writing ten days prior to the beginning date of construction under this permit.
4. Applicant will bear the entire expense of all future relocations of any pipelines or utilities should such relocation, at the sole discretion of the Hidalgo County Commissioners Court, be necessary for improvements, alteration, or maintenance of the Hidalgo County's easement or property of interest.
5. Applicant will notify the HCPD at least 48 hours prior to covering work and or completion of its work and removal of its equipment from the job site to permit HCPD to make an inspection.
6. Upon notification by the HCPD, the Applicant will promptly repair or rectify any deficiency or condition caused by the Applicant's operations or installations under this permit. Applicant will leave easement in as near the same condition or better, in the HCPD's sole judgment, as it existed prior to the commencement of the operations under this permit.
7. Hidalgo County shall not be liable or responsible for, and shall be saved and held harmless by Applicant, and further shall be indemnified by Applicant, from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including all expenses of litigation, court costs, attorney's fees, and engineering fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the performance of Applicant under this agreement, including claims and damages arising in part from the negligence of the Hidalgo County.



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It is the expressed intent of the parties to this agreement that the indemnity provided for in this section is extended by Applicant to indemnity and protect Hidalgo County from the consequences of Hidalgo County's own negligence, whether that negligence is the sole or contributory cause of the resultant injury death, or damage.

Applicant further agrees to defend, at its own expense, with attorneys acceptable to Hidalgo County and on behalf of the Hidalgo County, and in the name of Hidalgo County, any claim or litigation brought against the Hidalgo County in connection with any such injury, death or damage.

Before construction is begun on such pipeline or utility crossings, Applicant will furnish to the HCPD a certificate of insurance (or other security approved by the HCPD) payable to Hidalgo County and protecting Hidalgo County (as an additional named insured) against any claims for personal injuries or damages to property resulting from the operations of Applicant, its agents, servants, employees, and contractors under this permit. Insurance is to be supplied in accordance with the attached Schedule A.

8. Hidalgo County makes no warranties, expressed or implied, in the granting of this permit; nor does Hidalgo County purport to grant any property interest or exclusive privileges whatsoever by granting such permit. It is specifically understood that Hidalgo County is not the agent for, nor does it act for, the fee owners or any persons or entities having any right, or title to possession of the land upon which the Hidalgo County's easement or other property interest is located. Furthermore, in granting this permit Hidalgo County makes no representation or warranty that it has any property interest, including, but not limited to, an easement or right of way, in the land

upon which Applicant constructs, maintains, repairs, or modifies the pipelines or utilities, made the subject of this application, nor does Hidalgo County make any representation or warranty as to the validity, quality or extent of such property interest, if any. Applicant acknowledges its understanding that Hidalgo County in granting this permit, does not convey or grant to Applicant any rights, title or interest for which is has no legal authority to grant or convey.

9. Applicant binds itself to comply with all federal, state, and local laws or regulations and will obtain all necessary permits from all local and federal agencies required by law before installation or construction is begun.



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10. Applicant will install its pipelines and utilities in a manner and location as shown in the plans and specifications filed with HCPD in support of this application for permit. Hidalgo County Planning Department's representative may at any time make such inspection as such engineer or other representation may deem necessary to assure that the construction of the pipeline or utilities is in accordance with the plans and specifications submitted, and said engineer or representative shall have the right to temporarily suspend Applicant's work if necessary, while such inspection is being made. Should Applicant not install the pipelines or utilities in accordance with the terms and conditions of this permit, Applicant agrees that the Hidalgo County shall have the right to require, at Applicant's expense, the removal of the pipelines and utilities and its replacement in conformance to said plans and specifications and conditions of this permit. Hidalgo County may revoke this permit and suspend all work hereunder if it is determined by Hidalgo County that the pipelines or utilities are not being installed in accordance with such plans and specifications and conditions of this permit. The suspension or revocation of this permit shall not be a basis for a claim for damages against Hidalgo County.

11. Except in emergency situations where it is necessary to protect life and property, Applicant will not make any change, modification, or alteration in or to the pipelines or utilities without first securing a new or amended permit from Hidalgo County prior to the making of any such change. Applicant will maintain the pipelines or utilities hereby authorized in good and safe condition, and in accordance with plans, specifications, and this permit.

12. Applicant agrees to pay HCPD a permit fee to cover administrative costs in the amount of **\$500.00**, plus a reimbursement to HCPD for any necessary engineering fees which may be incurred for the study and processing of the Application. This fee will permit a single pipeline or utility to be within County right-of-way. Applicant further agrees to pay an additional fee of **\$500.00** for each additional line included in permit application at the same location; however, more than one location may be included in a single application.

Requests to lay additional line or lines, not included in an initial permit application, must be made by separate application, with new permit fees paid accordingly and support data provided.



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Permit fees may be waived where Applicant is a state, county, municipality, or a special political subdivision.

13. The Applicant is allowed one hundred twenty days (120) from the granting of the permit to start construction of the pipelines or utilities crossings. Once started, the Applicant is allowed ninety (90) days to complete all work under such permit. All construction must be completed within two hundred ten (210) days from the date of issuance of permit. Upon application, extension of the time periods set forth in this paragraph may be granted by the Hidalgo County Commissioners Court. Such applications for extension must be received by HCPD at least thirty days before the expiration of the two hundred ten (210) days period. A new permit fee, in accordance with Paragraph 12 hereof, will be charged for each extension granted.

Construction of any pipeline or utility crossing will not begin until written approval has been given by HCPD.

14. All provisions of the Pipeline and Utility Permit Administration Policy of Hidalgo County, if any, and all amendments thereto, are hereby incorporated herein as part of the terms and conditions of this permit for all purposes.
15. Applicant warrants and represents that it has secured from all fee owners of the involved property an easement or other property rights to construct, repair or modify the pipeline or utility in the manner set forth herein.
16. This Pipeline and Utility Permit if granted by Hidalgo County is subject to any and all other requirements, specifications and conditions listed in Exhibit A attached hereto.
17. Hidalgo County requires all coordinates of all utility crossings. Horizontal datum to be in NAD 83 State Plane Texas South 4205 feet and vertical datum in NAVD 88 Geoid 12a.



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18. This permit constitutes the entire agreement between the parties with regard to the subject matter hereof, and all prior agreements, representations, and negotiations between the parties regarding the subject matter are hereby superseded. This permit shall not be altered or amended except by an agreement in writing executed by the parties hereto.

19. Applicant warrants and represents that its undersigned representative has full authority to bind Applicant to the terms and conditions of the foregoing Application and Agreement for Pipeline or Utility Permit.

DATED this 10th day of August, 2020.

Emigdio "Milo" Salinas, P.E.

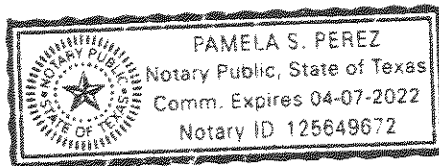
(Name of Applicant – Printed or Typed)

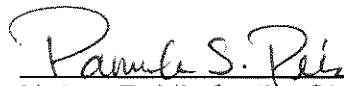
By: 
Signature

Title: President

STATE OF TEXAS
COUNTY OF HIDALGO

SUBSCRIBED AND SWORN TO before me the Applicant,
Emigdio Salinas, on this 10th day of August, 2020,
to which witness my hand and seal of office.




Notary Public for the State of Texas

My Commission Expires: 4-7-2022



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**APPROVAL OF APPLICATION BY
HIDALGO COUNTY PLANNING DEPARTMENT**

Came on for consideration this _____ day of _____,
20____. The above and foregoing Application for Pipeline and Utility
Permit, and after consideration of the same by the Hidalgo County
Commissioners Court, said Application and Agreement for Pipeline or
Utility Permit is hereby APPROVED.

HIDALGO COUNTY:

Richard F. Cortez, County Judge



PIPELINE AND UTILITY PERMIT APPLICATION PACKET

EXHIBIT A

Hidalgo County Planning Department

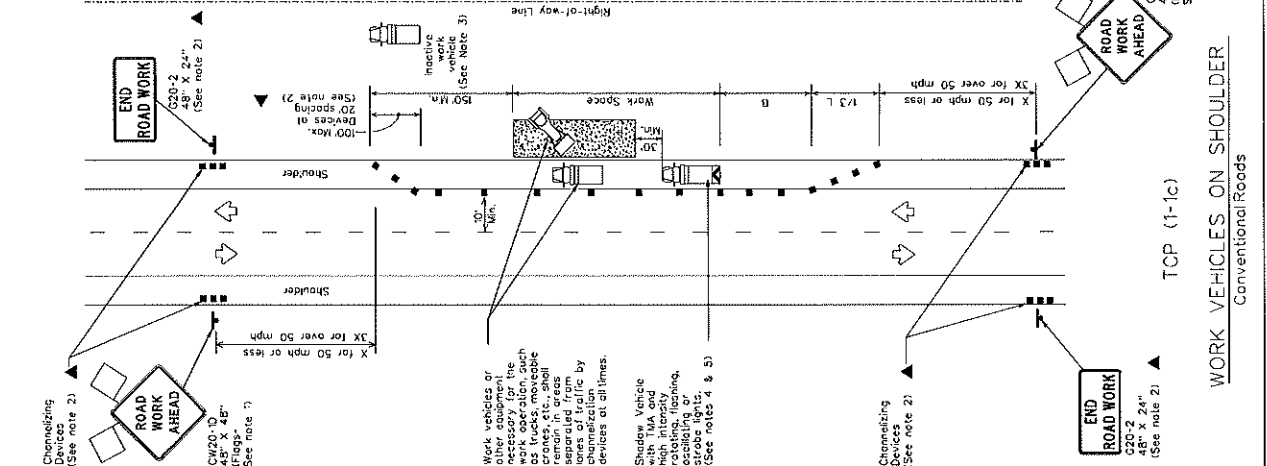
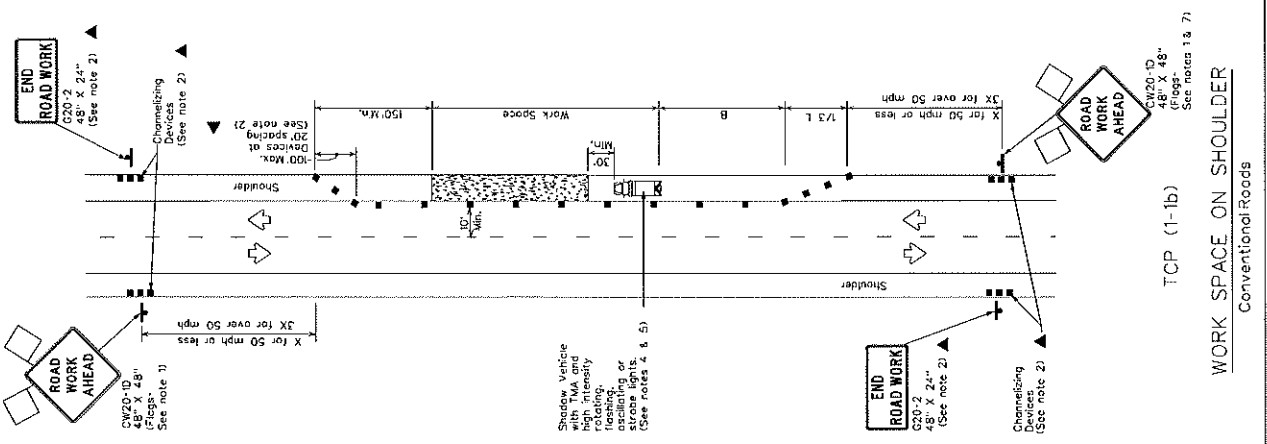
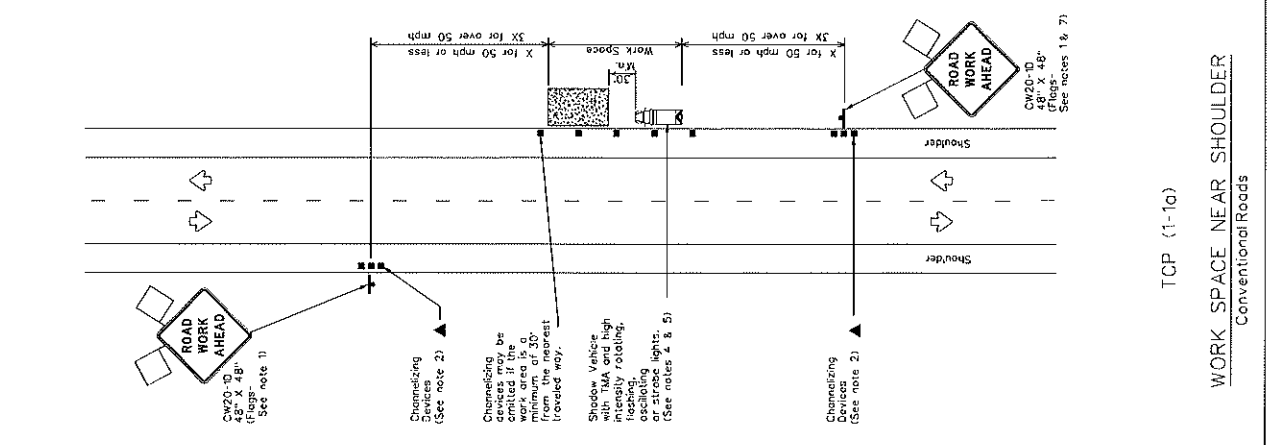
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(Please insert description of project location and supporting documents for proposed utility work)





LEGEND

Type 3 Barricade	Channelizing Devices
Heavy Work Vehicle	Truck Mounted Attenuator (TMA)
Trailer Mounted Fighting Arrow Board	Portable Changeable Message Sign (PCMS)
Sign	Traffic Flow
Flag	Flagger

Formula	Minimum Taper Lengths	Suggested Maximum Channelizing Spacing	Minimum Spacing of Channelizing Devices	Maximum Spacing of Channelizing Devices	Suggested Longitudinal Spacing of Barricades
$30 \times \frac{W}{S}$	150'	165'	180'	30'	120'
$40 \times \frac{W}{S}$	205'	225'	245'	35'	160'
$45 \times \frac{W}{S}$	265'	285'	320'	40'	240'
$50 \times \frac{W}{S}$	450'	495'	540'	45'	320'
$55 \times \frac{W}{S}$	500'	550'	600'	50'	400'
$60 \times \frac{W}{S}$	600'	660'	720'	55'	500'
$65 \times \frac{W}{S}$	700'	770'	840'	60'	600'
$70 \times \frac{W}{S}$	800'	880'	960'	65'	700'
$75 \times \frac{W}{S}$	900'	990'	1080'	70'	800'
$80 \times \frac{W}{S}$	1000'	1100'	1200'	75'	900'
$85 \times \frac{W}{S}$	1100'	1210'	1320'	80'	1000'
$90 \times \frac{W}{S}$	1200'	1320'	1440'	85'	1100'
$95 \times \frac{W}{S}$	1300'	1430'	1560'	90'	1200'
$100 \times \frac{W}{S}$	1400'	1540'	1680'	95'	1300'

x Conventional Roads Only
 xx L-Length of Taper (FT); W-Width of Offset (FT); S-Posted Speed(MPH)
 * Taper lengths have been rounded off.

TYPICAL USAGE

MOBILE	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
✓	✓	✓	✓

GENERAL NOTES

- Flags allowed to signs where shown are REQUIRED.
- All traffic control devices illustrated are REQUIRED except those in the plans, or for routine maintenance work, when approved by the Engineer.
- Inoperative vehicles or other equipment should be placed near the right-of-way line and not placed on the road shoulder.
- A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are not using a Shadow Vehicle with a TMA, the use of a Shadow Vehicle with a TMA may be substituted for the Shadow Vehicle and TMA.
- Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect water work spaces.
- See TCHS-1 for shoulder work on divided highways, expressways and roadways.
- CW20-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(11-1)-12

Project No.	151
Revision	0
Scale	AS SHOWN
Sheet No.	151

918455 TSA

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.

**Special Warranty Deed
With Vendor's Lien**

Effective Date: December 5, 2018

Grantor: VALLEY CALICHE PRODUCTS, INC., a Texas corporation

Grantor's Mailing Address:

P. O. Box 1086
Mission, Texas 78573-0017
Hidalgo County

Grantee: EL CARIZALES, LLC, a Texas limited liability company

Grantee's Mailing Address:

500 E. 9th St.
Mission, Texas 78572
Hidalgo County

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the further consideration of the execution and delivery by Grantee of a promissory note dated December 5, 2018, in the original principal amount of FIVE HUNDRED TEN THOUSAND AND NO/100THS DOLLARS (\$510,000.00), payable to the order of Texas National Bank, a Texas banking corporation, the payment of which promissory note is secured by a vendor's lien retained in this deed, and further secured by a deed of trust lien granted in a deed of trust dated December 5, 2018, to Joe Quiroga, Trustee.

Property:

That certain real property being more particularly described in Exhibit "A", which is attached hereto and incorporated herein for all purposes;

Together with all rights, privileges, and appurtenances pertaining to the Property.

Reservations from Conveyance:

Grantor reserves and excepts for itself any and all oil, gas, sulphur, hydrocarbons and other minerals in, on and under and that may be produced from the Property, including all executory rights related thereto, together with all working and net revenue interests, royalties, payments and executory rights in and to the oil, gas, sulphur, hydrocarbon and mineral fee and mineral leasehold estates and other mineral rights and assets appurtenant to such Property; provided however, Grantor (but only to the extent of Grantor's title or interest in such minerals, and only as to any future oil, gas and mineral leases) waives any and all rights to use the surface of the Property, and agrees, in conducting any operations with respect to the exploration for and/or production, processing, transporting and/or marketing of oil, gas or other minerals under the Property (to the extent of Grantor's title or interest in such minerals, and only as to any future oil, gas and mineral leases), not to use or occupy any portion of the surface of the Property and not to place any fixtures, equipment, building or structures on the surface of the Property or travel upon or across the Property; provided, however, that nothing herein contained shall be construed to waive, release or relinquish any right, title or interest of Grantor in and to the oil, gas and other minerals held by Grantor, or the right of Grantor to exploit, develop or produce the same with wells drilled at surface locations off the Property, including but not limited to, directional wells bottomed beneath or drilled through the subsurface of the Property by pooling the Property with adjoining lands.

Exceptions to Conveyance and Warranty:

The exceptions to conveyance and warranty described in Exhibit "B", which is attached hereto and incorporated herein for all purposes.

GRANTEE, BY ACCEPTANCE OF THIS DEED, ACCEPTS THE PROPERTY IN ITS PRESENT CONDITION, AS IS, WHERE IS, AND WITH ALL FAULTS AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, EXCEPT AS TO THE WARRANTY OF TITLE ON THE PROPERTY MADE IN THIS DEED. GRANTEE ALSO ACKNOWLEDGES THAT, EXCEPT AS TO THE REPRESENTATIONS EXPRESSLY SET FORTH IN THAT CERTAIN COMMERCIAL CONTRACT - UNIMPROVED PROPERTY (THE "CONTRACT") BETWEEN GRANTOR, AS SELLER, AND GRANTEE, AS BUYER, GRANTEE IS NOT RELYING UPON THE ACCURACY OR COMPLETENESS OF ANY REPRESENTATION, BROCHURE, RENDERING, PROMISE, STATEMENT OR OTHER ASSERTION OR INFORMATION WITH RESPECT TO THE PROPERTY MADE OR FURNISHED BY OR ON BEHALF OF, OR OTHERWISE ATTRIBUTED TO, GRANTOR OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES, ANY AND ALL SUCH RELIANCE BEING HEREBY EXPRESSLY AND UNEQUIVOCALLY DISCLAIMED, BUT IS RELYING SOLELY AND EXCLUSIVELY UPON ITS OWN EXPERIENCE AND ITS INDEPENDENT JUDGMENT, EVALUATION AND EXAMINATION OF THE PROPERTY. NOTWITHSTANDING ANYTHING IN THE CONTRACT OR ANY ADDENDA TO THE CONTRARY, GRANTOR, EXCEPT AS TO THE EXPRESS REPRESENTATIONS CONTAINED IN THE CONTRACT AND THE WARRANTY OF TITLE IN THIS DEED, MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO GRANTEE, INCLUDING, WITHOUT LIMITATION: (A) THE PHYSICAL CONDITION OF THE

PROPERTY AND ANY IMPROVEMENTS LOCATED THEREON; (B) ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (C) ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE, SUBSTANCE OR SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R. PART 2261, OR HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1990, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER; AND (D) ANY REPRESENTATION, WARRANTY OR GUARANTEE OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION: (I) THE PROFITABILITY, SUITABILITY OR FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE; (II) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO THE IMPROVEMENTS, IF ANY, ON THE PROPERTY; (III) THE MANNER OF REPAIR, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE PROPERTY; AND (IV) THE AVAILABILITY OF UTILITIES AND ACCESS OF THE PROPERTY TO PUBLIC ROADS. GRANTEE EXPRESSLY WARRANTS AND REPRESENTS THAT NO PROMISE OR AGREEMENT WHICH IS NOT EXPRESSED IN THE CONTRACT HAS BEEN MADE TO GRANTEE AND GRANTEE HEREBY DISCLAIMS ANY RELIANCE UPON ANY SUCH ALLEGED PROMISE OR AGREEMENT. GRANTEE SHALL RELY ON GRANTEE'S INVESTIGATIONS OF THE PROPERTY IN DETERMINING WHETHER TO ACQUIRE IT. GRANTEE FURTHER UNEQUIVOCALLY DISCLAIMS: (Y) THE EXISTENCE OF ANY DUTY TO DISCLOSE ON THE PART OF GRANTOR OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES; AND (Z) ANY RELIANCE BY GRANTEE ON THE SILENCE OR ANY ALLEGED NONDISCLOSURE OF GRANTOR OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES. THIS PROVISION WAS FREELY NEGOTIATED AND PLAYED AN IMPORTANT PART IN THE BARGAINING PROCESS FOR THE CONTRACT. GRANTEE HAS AGREED TO DISCLAIM RELIANCE ON GRANTOR AND TO ACCEPT THE PROPERTY 'AS-IS' WITH FULL AWARENESS THAT THE PROPERTY'S PRIOR USES OR OTHER MATTERS COULD AFFECT ITS CONDITION, VALUE, SUITABILITY OR FITNESS; AND GRANTEE CONFIRMS THAT GRANTEE IS HEREBY ASSUMING ALL RISK ASSOCIATED THEREWITH. GRANTEE UNDERSTANDS THAT THE DISCLAIMERS OF RELIANCE AND OTHER PROVISIONS CONTAINED HEREIN COULD LIMIT ANY LEGAL RECOURSE OR REMEDY GRANTEE OTHERWISE MIGHT HAVE. GRANTEE ACKNOWLEDGES THAT IT HAS SOUGHT AND HAS RELIED UPON THE ADVICE OF ITS OWN LEGAL COUNSEL CONCERNING THIS PROVISION. THE PROVISIONS OF THIS PARAGRAPH OF THE DEED ARE A MATERIAL PART OF THE CONSIDERATION FOR GRANTOR'S ENTERING INTO THE CONTRACT, AND SHALL SURVIVE CLOSING AND SHALL NOT MERGE.

Grantor, for the Consideration and subject to the Reservations from Conveyance, and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property,

together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to Reservations from Conveyance, and the Exceptions to Conveyance and Warranty.

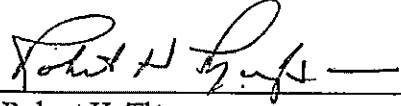
The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Texas National Bank, and are transferred to Texas National Bank, without recourse against Grantor, until the above described note and all interest thereon is fully paid according to the terms thereof, at which time this deed will become absolute.

When the context requires, singular nouns and pronouns include the plural.

[Signature Page Follows]

GRANTOR:

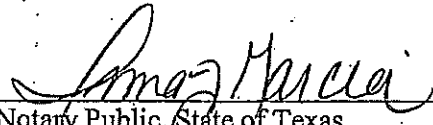
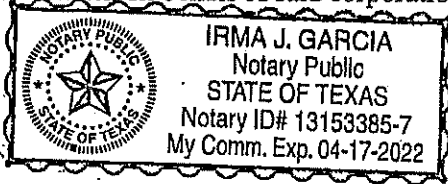
VALLEY CALICHE PRODUCTS, INC.,
a Texas corporation



By: Robert H. Thompson
Its: President

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 7th day of December, 2018,
by Robert H. Thompson, President of VALLEY CALICHE PRODUCTS, INC., a Texas
corporation, on behalf of said corporation.


Notary Public, State of Texas

ACCEPTED BY GRANTEE:

EL CARIZALES, LLC,
a Texas limited liability company

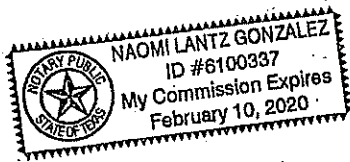


By: Norberto Salinas
Its: President

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Before me, NORBERTO SALINAS, Notary Public, State of Texas, on this day personally appeared Norberto Salinas, proved to me through Texas Driver's License to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of EL CARIZALES, LLC, a Texas limited liability company, as its President, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 7th day of December, 2018.



Naomi Lantz Gonzalez
Notary Public, State of Texas

AFTER RECORDING RETURN:

EL CARIZALES, LLC
500 E. 9th St.
Mission, Texas 78572

EXHIBIT "A"
LEGAL DESCRIPTION

An 81.40-acre tract of land, more or less, out of Block 16, TEXAN GARDENS SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 8, Page 57, Map Records, Hidalgo County, Texas, said 81.40-acre tract of land more particularly described by metes and bounds as follows:

COMMENCING at the Southeast corner of said Block 16 and within the right-of-way of West Mile 6 Road; THENCE, with the South line of said Block 16 and within the right-of-way of West Mile 6 Road, North 81 degrees 04 minutes 55 seconds West a distance of 405.27 feet to a 5/8-inch iron pin with plastic cap stamped "R.O.W. PROP COR" set on the West line of 100.00-foot HIDALGO COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 6 canal right-of-way for the Southeast corner and the POINT OF BEGINNING of this herein described tract of land;

THENCE, continuing with the South line of said Block 16 and within the right-of-way of West Mile 6 Road, North 81 degrees 04 minutes 55 seconds West a distance of 1,046.26 feet to a 5/8-inch iron pin with plastic cap stamped "R.O.W. PROP COR" set on the Southeast corner of a tract of land described in a Special Warranty Deed dated November 29, 2017, from TAX RANCH, LLC, A TEXAS LIMITED LIABILITY COMPANY, to GARCO LTD., A TEXAS LIMITED PARTNERSHIP, recorded under Clerk's File No. 2868871, Official Records, Hidalgo County, Texas (hereinafter referred to as "the Garco, Ltd. tract), for the Southernmost Southwest corner of this herein described tract of land;

THENCE, with the East line of the Garco, Ltd. tract, North 08 degrees 53 minutes 46 seconds East, at a distance of 30.00 feet passing a 5/8-inch iron pin with plastic cap stamped "R.O.W. PROP COR" set on the existing North right-of-way line of West Mile 6 Road, at a distance of 50.00 feet passing a 1/2-inch iron pin found, continuing for a total distance of 1,024.08 feet to a 1/2-inch iron pin found on the Northeast corner of a tract of land described in a Warranty Deed with Vendor's Lien dated December 30, 2014, from JUAN ANTONIO SANCHEZ AND EVELYN M. SANCHEZ, to THE MOST REVEREND DANIEL E. FLORES, AS BISHOP OF THE ROMAN CATHOLIC DIOCESE OF BROWNSVILLE, recorded under Clerk's File No. 2578431, Official Records, Hidalgo County, Texas (hereinafter referred to as "the Catholic Diocese of Brownsville tract"), and the Southeast corner of a tract of land described in a Warranty Deed dated May 10, 1995, from DAWSON REID AND BOBBY LOU REID, to VALLEY CALICHE PRODUCTS, INC., recorded under Clerk's File No. 453620, Official Records, Hidalgo County, Texas (hereinafter referred to as "the Valley Caliche tract"), for an interior corner of this herein described tract of land;

THENCE, with the North line of the Catholic Diocese of Brownsville tract, North 81 degrees 09 minutes 00 seconds West a distance of 120.00 feet to a 5/8-inch iron pin with plastic cap stamped "R.O.W. PROP COR" set on South line of the Valley Caliche tract for an exterior corner of this herein described tract of land;

THENCE, across and through the Valley Caliche tract, North 08 degrees 49 minutes 57 seconds East a distance of 996.12 feet to a 5/8-inch iron pin with plastic cap stamped "R.O.W. PROP COR" set on the North line of a tract of land described in a Warranty Deed With Vendor's Lien

dated June 4, 1984, from FRANK J. STEMMLEY AND CATHERINE A. STEMMLEY, to WAREHOUSE FARMS, INC., recorded in Volume 1988, Page 955, Official Record, Hidalgo County, Texas (hereinafter referred to as "the Warehouse Farms tract"), for an interior corner of this herein described tract of land;

THENCE, with the North line of the Warehouse Farms tract, North 81 degrees 09 minutes 03 seconds West, at a distance of 1,300.59 feet passing a 5/8-inch iron pin with plastic cap stamped "R.O.W. PROP COR" set on the East right-of-way line of Western Road, continuing a total distance of 1,330.59 feet to the West line of said Block 16 for an exterior corner of this herein described tract of land;

THENCE, with the West line of said Block 16 and within the right-of-way of Western Road, North 08 degrees 55 minutes 05 seconds East a distance of 905.70 feet to the Southwest corner of a tract of land described in a Cash Warranty Deed dated May 4, 1988, from RAFAEL ARRIZOLA AND ALICIA ARRIZOLA, to ADRIAN BADILLO, recorded under Clerk's File No. 1086157, Official Records, Hidalgo County, Texas (hereinafter referred to as "the Badillo tract"), for the Southernmost Northwest corner of this herein described tract of land;

THENCE, with the South line of the Badillo tract, departing the West line of said Block 16, South 80 degrees 55 minutes 42 seconds East, at a distance of 30.00 feet passing a 5/8-inch iron pin with plastic cap stamped "R.O.W. PROP COR" set on the existing East right-of-way line of Western Road, continuing a total distance of 1,451.93 feet to a 1/2-inch iron pin found on the Southeast corner of the Badillo tract for an interior corner of this herein described tract of land;

THENCE, with the East line of the Badillo tract, North 08 degrees 56 minutes 43 seconds East a distance of 601.04 feet to a 1/2-inch iron pin found on the East line of WESTERN PALMS SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded on Volume 37, Page 55, Map Records, Hidalgo County, Texas, and the Southwest corner of a tract of land described in a Special Warranty Deed dated May 8, 1998, from SANDRA J. CATTERTON, AS ADMINISTRATOR, C.T.A. OF THE ESTATE OF RUTH PERKINS WHITE, DECEASED, SANDRA JEAN CATTERTON, FIKJA SANDRA JEAN PETERSON, EMETT ROBERT WHITE IV, DONALD BRUCE WHITE AND EMETT ROBERT WHITE, IV, AS TESTAMENTARY TRUSTEE UNDER THE WILL OF RUTH PERKINS WHITE, DECEASED, FOR THE BENEFIT OF JUDITH ANN WHITE, FIKJA JUDITH ANN HEFFORD to OMEL A. SOLIS AND ANNA L. SOLIS, recorded under Clerk's File No. 686388, Official Records, Hidalgo County, Texas (hereinafter referred to as "the Solis tract") for the Northernmost Northwest corner of this herein described tract of land;

THENCE, with the South line of the Solis tract, South 81 degrees 00 minutes 14 seconds East a distance of 1,411.86 feet to a 5/8-inch iron pin with plastic cap stamped "R.O.W. PROP COR" set on the Southeast corner of the Solis tract and the West right-of-way line of said 100 foot Hidalgo County Water Control and Improvement District No. 6 canal, for the Northeast corner of this herein described tract of land;

THENCE, with the West Right-of-way line of said 100.00-foot HIDALGO COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 6 canal right-of-way, South 47 degrees 55 minutes 44 seconds West a distance of 1,677.32 feet to a 5/8-inch iron pin with plastic cap

stamped "R.O.W. PROP COR" set on a point of curvature for an interior corner of this herein described tract of land;

THENCE, continuing with the West right-of-way line of said 100.00-foot HIDALGO COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 6 canal right-of-way and along said curve concave to the left, with a radius of 504.81 feet, a delta of 40 degrees 21 minutes 39 seconds, an arc length of 355.60 feet, a tangent of 185.54 feet, a chord bearing of South 27 degrees 41 minutes 16 seconds West, a chord distance of 348.30 feet to a 5/8-inch iron pin with plastic cap stamped "R.O.W. PROP COR" set on the end of point of curvature, for an interior corner of this herein described tract of land;

THENCE, continuing with the West right-of-way line of said 100.00-foot HIDALGO COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 6 canal right-of-way, South 07 degrees 31 minutes 05 seconds West a distance of 833.91 feet to a 5/8-inch iron pin with plastic cap stamped "R.O.W. PROP COR" set on a point of curvature for an interior corner of this herein described tract of land;

THENCE, continuing with the West right-of-way line of said 100.00-foot HIDALGO COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 6 canal right-of-way and along said curve concave to the left, with a radius of 325.58 feet, a delta of 39 degrees 12 minutes 00 seconds, an arc length of 222.75 feet, a tangent of 115.93 feet, a chord bearing of South 12 degrees 04 minutes 55 seconds East, a chord distance of 218.43 feet to a 5/8-inch iron pin with plastic cap stamped "R.O.W. PROP COR" set on the end of point of curvature, for an interior corner of this herein described tract of land;

THENCE, continuing with the West right-of-way line of said 100.00-foot HIDALGO COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 6 canal right-of-way, South 31 degrees 40 minutes 55 seconds East a distance of 983.00 feet to a 5/8-inch iron pin with plastic cap stamped "R.O.W. PROP COR" set for an exterior corner of this herein described tract of land;

THENCE, continuing with the West right-of-way line of said 100.00-foot HIDALGO COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 6 canal right-of-way, South 23 degrees 10 minutes 55 seconds East a distance of 120.80 feet to the POINT OF BEGINNING, and being a 81.40-acre tract of land, more or less, from which 1.34 acres, more or less, lie within road right-of-way, leaving a net 80.06-acre tract of land, more or less.

EXHIBIT "B"
EXCEPTIONS TO CONVEYANCE AND WARRANTY

1. Mineral and/or royalty grant and/or reservation in instrument(s) dated November 5, 1957, recorded in Volume 910, Page 100, Deed Records; dated December 8, 1972, recorded in Volume 1347, Page 291, Deed Records; and dated November 15, 1996, recorded under Clerk's File No. 565988, Official Records, Hidalgo County, Texas.
2. Oil, Gas, and Mineral Lease(s) dated January 14, 1964, recorded in Volume 283, Page 488, Oil and Gas Records; dated January 14, 1964, recorded in Volume 283, Page 556, Oil and Gas Records; dated July 26, 1976, recorded in Volume 360, Page 740, Volume 360, Page 762 and Volume 360, Page 777, Oil and Gas Records, Hidalgo County, Texas.
3. Oil, Gas and Mineral Leases dated May 10, 1982, recorded in Volume 416, Page 543, dated July 6, 1982, recorded in Volume 416, Page 963 and corrected in instrument dated November 15, 1985, recorded in Volume 2248, Page 332, Official Records and lease dated May 10, 1982, recorded in Volume 418, Page 767, Oil and Gas Records, Hidalgo County, Texas and unitized in instruments dated January 3, 1986, recorded in Volume 2237, Page 606, dated January 3, 1986, recorded in Volume 2237, Page 612, dated December 5, 1986, recorded in Volume 2375, Page 579, dated December 4, 1986, recorded in Volume 2375, Page 585, dated December 4, 1986, recorded in Volume 2380, Page 107, dated April 13, 1987, recorded in Volume 2461, Page 104, dated September 29, 1987, recorded in Volume 2512, Page 802 and dated December 14, 1989, recorded in Volume 2866, Page 917, Official Records, Hidalgo County, Texas.
4. Memorandum Giving Notice of Oil and Gas Lease dated July 24, 1989, recorded in Volume 2815, Page 952, Official Records, Hidalgo County, Texas.
5. Oil, Gas and Mineral Lease dated October 1, 1990, recorded in Volume 3027, Page 11 and amended in instrument dated September 16, 1991, recorded in Volume 3280, Page 757, Official Records, Hidalgo County, Texas and unitized in instruments dated June 17, 1991, recorded in Volume 3109, Page 748 and dated September 22, 1994, recorded under Clerk's File No. 411353, Official Records, Hidalgo County, Texas.
6. Oil, Gas, and Mineral Leases dated October 1, 1990, recorded in Volume 3027, Page 16 and dated October 1, 1991, recorded in Volume 3251, Page 358, Official Records, Hidalgo County, Texas and unitized in instruments dated June 17, 1991, recorded in Volume 3109, Page 748 and dated September 22, 1994, recorded under Clerk's File No. 411353, Official Records, Hidalgo County, Texas.
7. Oil, Gas, and Mineral Leases dated July 20, 1992, recorded in Volume 3369, Page 577 and Volume 3369, Page 586, Official Records, Hidalgo County, Texas.

8. Oil, Gas, and Mineral Lease dated January 8, 1993, recorded under Clerk's File No. 308376, Official Records, Hidalgo County, Texas and unitized in instrument dated June 17, 1991, recorded in Volume 3109, Page 748 and corrected in instrument dated September 22, 1994, recorded under Clerk's File No. 411353, Official Records, Hidalgo County, Texas.
9. Oil, Gas, and Mineral Lease dated April 13, 1994, recorded under Clerk's File No. 391417, Official Records, Hidalgo County, Texas.
10. Memorandum of Oil and Gas Lease dated May 12, 2003, recorded under Clerk's File No. 1215807 and dated May 19, 2004, recorded under Clerk's File No. 1349899, Official Records, Hidalgo County, Texas.
11. Memorandum of Oil and Gas Lease dated September 4, 2004, recorded under Clerk's File No. 1399775 and extended by instruments dated April 20, 2005, recorded under Clerk's File No. 1483810 and Clerk's File No. 1508956, Official Records, Hidalgo County, Texas.
12. Memorandum of Oil and Gas Lease dated September 20, 2004, recorded under Clerk's File No. 1399775 and extended by instruments dated April 20, 2005, recorded under Clerk's File No. 1483808 and Clerk's File No. 1508954, Official Records, Hidalgo County, Texas.
13. Memorandum of Oil and Gas Lease dated October 7, 2004, recorded under Clerk's File No. 1411470 and extended by instrument dated April 20, 2005, recorded under Clerk's File No. 1489255, Official Records, Hidalgo County, Texas.
14. Memorandum of Oil and Gas Lease dated October 16, 2004, recorded under Clerk's File No. 1411471 and extended by instrument dated April 20, 2005, recorded under Clerk's File No. 1489256, Official Records, Hidalgo County, Texas.
15. Memorandum of Oil and Gas Lease dated October 8, 2004, recorded under Clerk's File No. 1442961 and extended by instruments dated April 20, 2005, recorded under Clerk's File No. 1483809 and Clerk's File No. 1508955, Official Records, Hidalgo County, Texas.
16. Memorandum of Geophysical Permit and Lease Option Agreement(s) dated December 31, 2003, recorded under Clerk's File No. 1297368, Official Records; dated December 16, 2003, recorded under Clerk's File No. 1297369, Official Records; and dated

December 30, 2003, recorded under Clerk's File No. 1297370, Official Records, Hidalgo County, Texas.

17. Easement and/or other rights, if any, as set forth in instrument recorded in Volume 602, Page 103, Deed Records, Hidalgo County, Texas.
18. Easement and/or other rights, if any, as set forth in instrument recorded in Volume 850, Page 87, Deed Records, Hidalgo County, Texas.
19. Right of Way Agreement dated November 9, 1965, recorded in Volume 1148, Page 163, Deed Records, Hidalgo County, Texas.
20. Right of Way Agreement dated December 1, 1965, recorded in Volume 1148, Page 167, Deed Records, Hidalgo County, Texas.
21. Right of Way Agreement dated November 27, 1965, recorded in Volume 1148, Page 170, Deed Records, Hidalgo County, Texas.
22. Easement and/or other rights, if any, as set forth in instrument recorded in Volume 1436, Page 600, Deed Records, Hidalgo County, Texas.
23. Right of Way Agreement dated December 2, 1996, recorded under Clerk's File No. 566915, Official Records, Hidalgo County, Texas.
24. Unrecorded lease by and between VALLEY CALICHE PRODUCTS, INC. and RIO QUEEN CITRUS, INC.
25. Easements, rules, regulations and rights in favor of HIDALGO COUNTY IRRIGATION DISTRICT NO. 6.
26. A 30.00-foot road right-of-way along the Southernmost boundary line; a 30.00-foot road right-of-way along the Westernmost boundary line; a 30.00-foot gas easement and a 30.00-foot easement and right-of-way running through the Northeasterly portion of the land, as shown in a survey plat dated November 1, 2018, prepared by KURTH SCHUMACHER, R.P.L.S. No. 6333 (ROW Surveying Services, LLC, Project No. R18113).
27. Payment of ad valorem taxes for calendar year 2019 and subsequent years, and payment of all rollback taxes, penalty, and interest for 2019 and all prior or subsequent years due to change in land usage, ownership, or both, (whether by Grantor, Grantee, or any predecessor in title of Grantor) the payment of which is assumed by Grantee.

