

STATE OF TEXAS §
COUNTY OF HIDALGO §

PERMIT

Hidalgo County Irrigation District No. 6 ("District"), for and in consideration of the betterment of the residents of Hidalgo County Precinct 3 and other agreements contained herein, does hereby grant this Permit to Hidalgo County, ("Permittee"), to construct a vehicular bridge across and over District's irrigation canal located as identified in the signed and sealed Plans of Proposed Roadway Improvement dated August 4, 2020, and September 21, 2020, and attached hereto as Exhibit "A" (the "Facility") in accordance with plans and specifications labeled, (the "Plans") a copy of such plans and specifications delivered to District and acknowledged received by District as evidenced by District's execution of this Permit herein below.

The construction of the vehicular bridge over and across the Facility must be inspected by a representative of the District to confirm such vehicular bridge was constructed in accordance with the Plans.

The District's right-of-way must be cleared of trash and excess dirt and left in a neat, clean condition upon completion of the construction of the vehicular bridge.

The issuance of this Permit grants Permittee permission to work within District right-of-way for the purpose of the Permit, but does not guarantee Permittee a route free of obligation such as utility lines, whether privately or commercially owned. In order to prevent damage to these utilities, it will be the Permittee's responsibility to contact the various utility companies or private owners for the exact location of any facilities that may be in the path of Permittee's proposed work.

Permittee, by acceptance hereof, agrees to exercise its rights under this Permit so that there is no interference or interruptions of the Facility's operations and further agrees not to jeopardize or endanger the Facility's operations. Permittee also agrees District will continue its Facility operations without incurring any liability, obligation or duty to Permittee and reserves the right to fully use and enjoy the Facility and its related operations subject to this Permit.

Permittee shall not make any modification to the vehicular bridge without the prior approval and consent of District.

This Permit grants rights restricted to the purposes mentioned above, and does not include any other use by Permittee or any assignees to Permittee than as described above, including, but not limited to, any appurtenant utilities, transmission lines or any other facilities which are not essential to the rights granted by this Permit. The Permittee is not allowed to install any other infrastructure in, under, across or upon the District's property or District's Facility under this Permit.

District shall not be liable or responsible for, and shall to the extent allowed by law be saved and held harmless by Permittee, from and against any and all claims and damages of every kind, for injury to or death of any person or persons and for damages to or loss of property, personal or real, arising out or attributed, directly or indirectly, to the operations of Permittee under the Permit. The Permittee will require that any contractor or subcontractors performing work in connection with this Permit, to hold harmless, indemnify and defend, the District, its consultants, and each of their officers, agents and employees from and against any and all claims and damages of every kind, for injury to or death of any person or persons and for damages to or loss of property, personal or real, arising out or attributed, directly or indirectly, to the operations of contractor or subcontractor's under the Permit.

Permittee agrees to reimburse District any expense incurred by District relating to cost of supervision of any project or work by Permittee hereunder, and other reasonable out-of-pocket expenses including but not limited to, relining of the canal and administrative expenses incurred by District in connection with granting and supervision of this Permit. Such expenses shall not exceed Sixty-thousand and No/100 Dollars (\$60,000.00), which shall be advanced at this time. An amount of \$5,000.00 will be expended immediately to reimburse the District for administrative and professional fees incurred. The remaining \$55,000.00 shall be escrowed with the District upon the execution of this Agreement.

In the event District requires Permittee to repair District's Facility during the term of this Agreement, Permittee shall be required to repair the Facility at Permittee's sole expense in the future.

This Permit shall expire and terminate 365 calendar days following cessation of use of the vehicular bridge by Permittee, and/or by the public.

This Permit shall become effective on this _____ day of _____, 2020.

PERMITTEE:
HIDALGO COUNTY, TEXAS

By: _____
Richard F. Cortez, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

HIDALGO COUNTY IRRIGATION DISTRICT NO. 6

By: _____
Diana Izaguirre, President