



**Hidalgo County  
Planning  
Department**

**T.J. Arredondo, CFM**  
*Director of Planning*

**Main Office**

1304 S. 25<sup>th</sup> 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**

10/07/20

Date: \_\_\_\_\_

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

Being a 20.5 acre tract of land out of all of Lot One and the South 2 and (1/2) 2.5 acres of Lot Two, Block 11, and 8.0 acre tract out of Lots 33 & 34, Texan Gardens Subdivision

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?

at the intersection of 5 Mile Rd and Texan Road, along the North side of 5 Mile Road is an Existing 12" waterline owned by Agua SUD

11. Where is the destination of the line?

From the origin of the to the West, the waterline will be on the North Right-of-way of 5 Mile Rd, and starting the subdivision it will continue on a 15' Right-of-way dedicated by the plat to Agua SUD up to Iowa Rd.



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**PIPELINE AND UTILITY PERMIT APPLICATION PACKET**

12. Utility Crossing Coordinate X: 1013579.6339 Y: 16634884.1957  
(NAD 83 Texas South FIPS 4205 feet)

13. Number and size of lines:

In-site: 2,284 lf of 12 in pvc waterline w/ 16-inch steel casing

Off-site: 900 lf of 12 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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## **PIPELINE AND UTILITY PERMIT APPLICATION PACKET**

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 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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## PIPELINE AND UTILITY PERMIT APPLICATION PACKET

It is the expressed intent of the parties to this agreement that the indemnity provided for in this section is extended by Applicant to indemnify 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 12<sup>th</sup> day of October, 2020

Emigdio "Milo" Salinas, P.E.

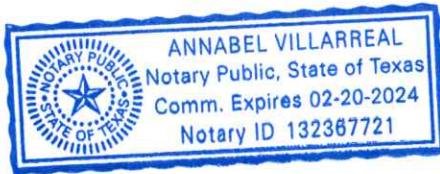
\_\_\_\_\_  
(Name of Applicant – Printed or Typed)

By:   
Signature

Title: President

STATE OF TEXAS  
COUNTY OF HIDALGO

SUBSCRIBED AND SWORN TO before me the Applicant,  
Emigdio Salinas on this 12<sup>th</sup> day of October, 20 20,  
to which witness my hand and seal of office.



  
Notary Public for the State of Texas

My Commission Expires: 2-20-2024



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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 Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed A	Formula	Minimum Device Lengths L	Minimum Device Lengths L	On a Shoulder Distance D	On a Mainline Distance D	Minimum Sign Spacing S	Suggested Maximum Sign Spacing S	Suggested Minimum Buffer Space B
30	$WS \times 0.01$	150'	180'	30'	50'	120'	90'	90'
35	$WS \times 0.01$	150'	180'	30'	50'	120'	90'	90'
40	$WS \times 0.01$	150'	180'	30'	50'	120'	90'	90'
45	$WS \times 0.01$	150'	180'	30'	50'	120'	90'	90'
50	$WS \times 0.01$	150'	180'	30'	50'	120'	90'	90'
55	$WS \times 0.01$	150'	180'	30'	50'	120'	90'	90'
60	$WS \times 0.01$	150'	180'	30'	50'	120'	90'	90'
65	$WS \times 0.01$	150'	180'	30'	50'	120'	90'	90'
70	$WS \times 0.01$	150'	180'	30'	50'	120'	90'	90'
75	$WS \times 0.01$	150'	180'	30'	50'	120'	90'	90'

\* Conventional Roads Only  
 \*\* Lengths have been rounded off.  
 \*\*\* Length of Taper (T) = W x (V<sup>2</sup> / 15.7) x (S / 100)

**TYPICAL USAGE**

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

**GENERAL NOTES**

- Flags attached to signs where shown are REQUIRED.
- Additional control devices illustrated are REQUIRED, except those noted otherwise. These include:
  - Inactive work vehicles or other equipment should be parked near the work area.
  - Trucks, mobile work units, and other equipment should be positioned in the lanes, or for routine maintenance work, when approved by the Engineer.
  - Inactive work vehicles or other equipment should be parked near the work area.
  - A sign on the right side of the road should 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 no longer present but tools or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices should be used to protect the work area.
  - Additional Shadow Vehicles with TMA's may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
  - See TCRS-11 for shoulder work on divided highways, expressways and freeways.
  - See TCRS-11 for shoulder work on undivided highways, expressways and roadways.

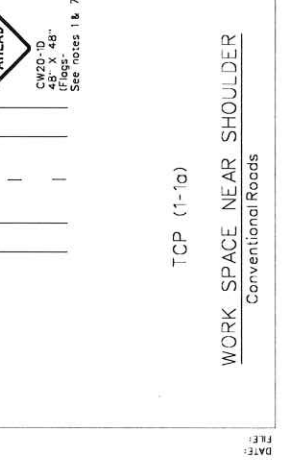
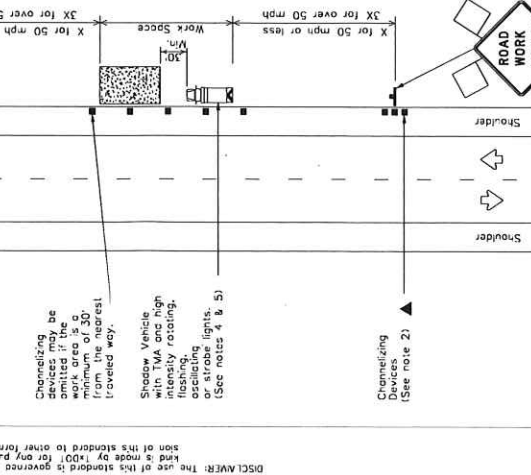
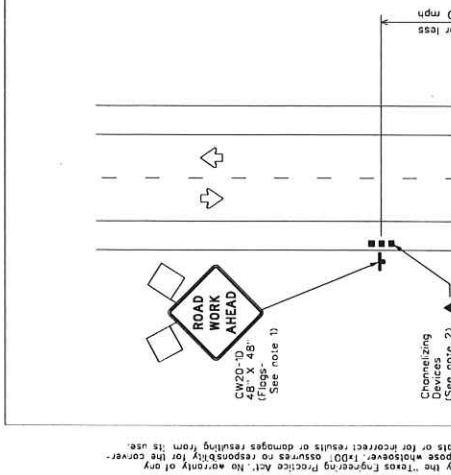
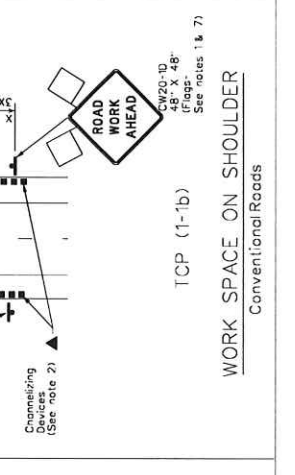
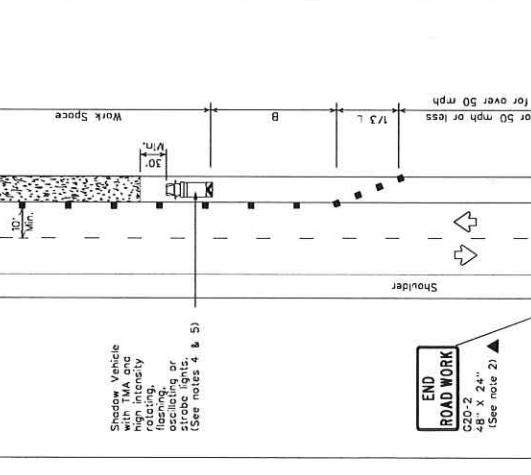
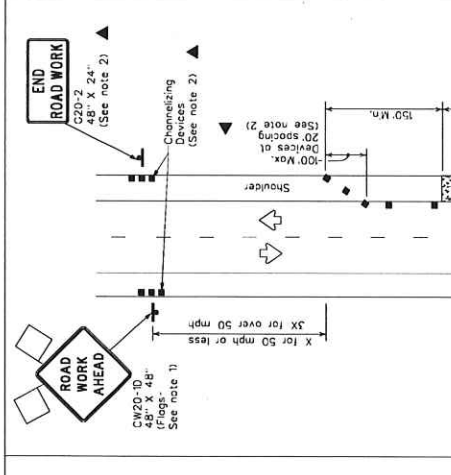
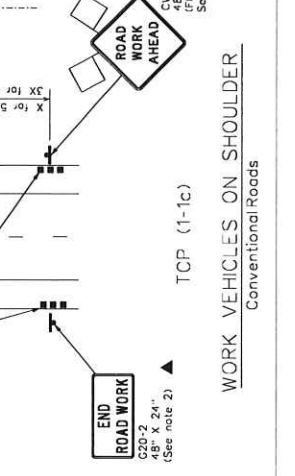
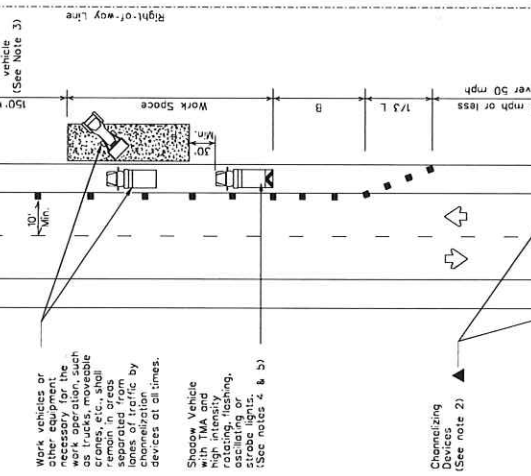
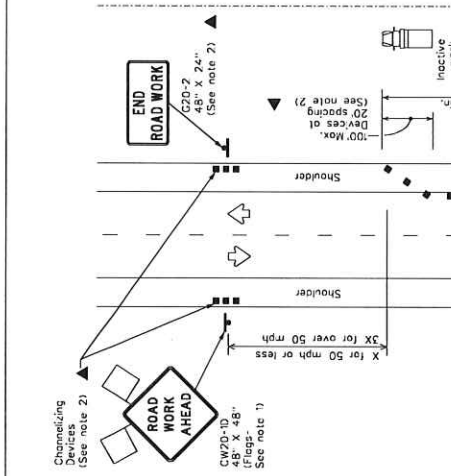
For construction or maintenance contract work, specific project requirements for shade vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation  
Traffic Operations Division

**TRAFFIC CONTROL PLAN  
CONVENTIONAL ROAD  
SHOULDER WORK**

TCP(1-1)-12

DATE	3-04-2019	BY	JOB	NOVARY
REVISED	8-30-19	BY	JOB	NOVARY
DATE	4-30-19	BY	JOB	NOVARY
DATE	4-30-19	BY	JOB	NOVARY



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**

**Date:** October 28, 2019

**Grantor:** Adelante Holdings, Ltd., a Texas limited partnership

**Grantor's Mailing Address:**

7000 N. 10<sup>th</sup> Street Ste C-7  
McAllen, Texas 78504  
Hidalgo County

**Grantee:** Pena-Chapa Development, Inc., a Texas corporation

**Grantee's Mailing Address:**

7216 West Expressway 83  
Mission, Texas 78572  
Hidalgo County

**Consideration:** Cash and a note of even date that is in the principal amount of TWO HUNDRED SEVENTY SIX THOUSAND TWO HUNDRED FIFTY AND NO/100THS DOLLARS (\$276,250.00) and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date from Grantee to Thomas P. Wingate, Jr., Trustee.

**Property (including any improvements):**

**TRACT I**

BEING A 12.50 ACRES TRACT OF LAND, LYING AND SITUATED IN HIDALGO COUNTY, TEXAS, SAID 12.50 ACRES TRACT BEING ALL OF LOT ONE (1) AND THE SOUTH 2 AND 1/2 (2.50) ACRES OF LOT TWO (2), BLOCK (11), TEXAN GARDENS, HIDALGO COUNTY, TEXAS, RECORDED IN VOLUME 8, PAGES 57 AND 58, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND SAID 12.50 ACRES TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** AT IRON ROD FOUND AT THE SOUTHEAST CORNER OF LOT 34, BLOCK 11 OF THE SAID TEXAN GARDENS, SAME POINT BEING THE INTERSECTION BETWEEN THE CENTERLINES OF W. MILE 5 ROAD AND TEXAN ROAD;

**THENCE** N 81°05'20" W ALONG THE SOUTH LINE OF THE SAID LOT 34, SAME BEING ALONG THE CENTERLINE OF W. MILE 5 ROAD, TO THE SOUTHEAST CORNER OF THE SAID LOT 1, A DISTANCE OF 1452.00 FEET TO A COTTON-PICKER-SPINDLE SET, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND THE **POINT OF BEGINNING**;

**THENCE** N 81°05'20" W ALONG THE SOUTH LINE OF THE SAID LOT 1, SAME BEING ALONG THE CENTERLINE OF W. MILE 5 ROAD, TO THE SOUTHWEST CORNER OF THE SAID LOT 1, SAME POINT BEING THE INTERSECTION BETWEEN THE CENTERLINES OF W. MILE 5 ROAD AND IOWA ROAD, A DISTANCE OF 1452.00 FEET TO A COTTON-PICKER-SPINDLE SET, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE** N 8°54'40" E ALONG THE WEST LINE OF THE SAID LOT 1, SAME BEING ALONG THE CENTERLINE OF IOWA ROAD, TO THE SOUTHWEST CORNER OF A CALLED 12.5 ACRES TRACT DESCRIBED IN A WARRANTY DEED FROM NEVA H. BELL TO VALLEY PAVING, DATED FEBRUARY 7, 2003, RECORDED IN DOCUMENT # 1168842, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, A DISTANCE OF 375.00 FEET TO A COTTON-PICKER-SPINDLE SET, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE** S 81°05'20" E ACROSS THE SAID LOT 2, SAME BEING PARALLEL TO THE NORTH LINE OF THE SAID LOT 2, AND SAME BEING ALONG THE SOUTH BOUNDARY LINE OF THE SAID 12.5 ACRES VALLEY PAVING TRACT, PASSING AT 30.00 FEET A 1/2-INCH CAPPED IRON ROD SET ON THE EXISTING EAST RIGHT-OF-WAY LINE OF IOWA ROAD, AND CONTINUING FOR A TOTAL DISTANCE OF 1452.00 FEET TO A 1/2 -INCH CAPPED IRON ROD SET, SAID 1/2 -INCH CAPPED IRON ROD SET BEING DISTANT S 8°54'40" W 225.00 FEET FROM AN IRON ROD FOUND AT THE NORTHEAST CORNER OF THE SAID LOT 2, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE** S 8°54'40" W ALONG THE EAST LINE OF THE SAID LOTS 2 AND 1, PASSING AT 345.00 FEET A 1/2 -INCH CAPPED IRON ROD SET ON THE EXISTING NORTH RIGHT-OF-WAY LINE OF W. MILE 5 ROAD, AND CONTINUING FOR A TOTAL DISTANCE OF 375.00 FEET TO THE POINT AND PLACE OF BEGINNING, SAID TRACT CONTAINING 12.50 ACRES OF LAND, MORE OR LESS, OUT OF WHICH 0.98 ACRES LIE WITHIN THE EXISTING RIGHT-OF-WAY OF W. MILE 5 ROAD AND 0.26 ACRES LIE WITHIN THE EXISTING RIGHT-OF-WAY OF IOWA ROAD.

**TRACT II:**

BEING A 8.00 ACRES TRACT OF LAND, LYING AND SITUATED IN HIDALGO COUNTY, TEXAS, SAID 8.00 ACRES TRACT BEING OUT OF AND FORMING A PART OR PORTION OF LOTS 33 AND 34, BLOCK 11, TEXAN GARDENS, HIDALGO COUNTY, TEXAS, RECORDED IN VOLUME 8, PAGES 57 AND 58, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND SAID 8.00 ACRES TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** AT AN IRON ROD FOUND AT THE SOUTHEAST CORNER OF LOT 34, BLOCK 11 OF THE SAID TEXAN GARDENS, SAME POINT BEING THE INTERSECTION BETWEEN THE CENTERLINES OF W. MILE 5 ROAD AND TEXAN ROAD;

**THENCE** N 81°05'20" W ALONG THE SOUTH LINE OF THE SAID LOT 34, SAME BEING ALONG THE CENTERLINE OF W. MILE 5 ROAD, TO THE SOUTHWEST CORNER OF A CALLED 1.00 ACRE TRACT DESCRIBED IN A WARRANTY DEED FROM FELIPE E. PERALEZ AND HILDA D. PERALEZ TO ELIDIA AGUILAR, DATED SEPTEMBER 25, 2008, RECORDED IN DOCUMENT #1932948, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, A DISTANCE OF 871.20 FEET TO A COTTON-PICKER-SPINDLE SET, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND THE **POINT OF BEGINNING**;

**THENCE** N 81°05'20" W ALONG THE SOUTH LINE OF THE SAID LOT 34, SAME BEING ALONG THE CENTERLINE OF W. MILE 5 ROAD, TO THE SOUTHWEST CORNER OF THE SAID LOT 34, A DISTANCE OF 580.80 FEET TO A COTTON-PICKER-SPINDLE SET, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE** N 8°54'40" E ALONG THE WEST LINE OF THE SAID LOTS 34 AND 33, TO THE NORTHWEST CORNER OF THE SAID LOT 33, A DISTANCE OF 600.00 FEET TO A 1/2-INCH CAPPED IRON ROD SET, SAID 1/2-INCH CAPPED IRON ROD SET BEING DISTANT S 8°54'40" W 300.00 FEET FROM AN IRON ROD FOUND AT THE NORTHWEST CORNER OF LOT 32, BLOCK 11, OF THE SAID TEXAN GARDENS, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE** S 81°05'20" E ALONG THE NORTH LINE OF THE SAID LOT 33, TO THE SOUTHWEST CORNER OF THE SAID 1.00 ACRE ELIDIA AGUILAR TRACT, A DISTANCE OF 580.80 FEET TO A 1/2 -INCH CAPPED IRON ROD SET, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE** S 8°54'40" W ACROSS THE SAID LOTS 33 AND 34, SAME BEING PARALLEL TO THE EAST LINE OF THE SAID LOTS 33 AND 34, AND SAME BEING ALONG THE WEST BOUNDARY LINE OF THE SAID 1.00 ACRE ELIDIA AGUILAR TRACT, PASSING AT 570.00 FEET A 1/2-INCH CAPPED IRON ROD SET ON THE EXISTING NORTH RIGHT-OF-WAY LINE OF W. MILE 5 ROAD, AND CONTINUING FOR A TOTAL DISTANCE 600.00 FEET TO THE POINT AND PLACE OF BEGINNING, SAID TRACT CONTAINING 8.00 ACRES OF LAND, MORE OR LESS, OUT OF WHICH 0.40 ACRES LIE WITHIN THE EXISTING RIGHT-OF-WAY OF W. MILE 5 ROAD.

IT IS UNDERSTOOD AND AGREED THAT GRANTOR IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY (OTHER THAN GRANTOR'S WARRANTY OF TITLE TO THE PROPERTY AS SET FORTH HEREIN) INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OR REPRESENTATIONS AS TO ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (I) THE VALUE, CONDITIONS, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, (II) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE PROPERTY AND (III) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY. GRANTEE HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF GRANTOR OR ANY AGENT OF GRANTOR. GRANTEE REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF GRANTEE'S CONSULTANTS IN PURCHASING THE PROPERTY. GRANTEE HAS CONDUCTED SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS GRANTEE DEEMS NECESSARY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND IS RELYING UPON SUCH INSPECTIONS IN ELECTING TO PURCHASE THE PROPERTY. GRANTEE ACCEPTS THE PROPERTY IN ITS CURRENT "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY GRANTOR, ANY AGENT OF GRANTOR OR ANY THIRD PARTY. GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON, UNLESS THE SAME ARE SPECIFICALLY SET FORTH OR REFERRED TO HEREIN.

Grantor is conveying the property herein AS IS, WHERE IS, WITH ALL FAULTS as to physical condition. Grantees accept the property under those conditions and acknowledge that Grantees are relying on their own investigation and inspection as to the physical condition of the property.

**Reservations From and Exceptions to Conveyance and Warranty:**

- A. Easements for irrigation canals, branches, laterals, bridges, pipes, siphons, and other structures, telegraph, telephone and electric light and power lines, etc., as shown by instrument dated January 3, 1947, recorded in Volume 602, Page 103 and dated November 16, 1951, recorded in Volume 733, Page 218, Deed Records of Hidalgo County, Texas.
- B. Easements and Conditions as shown on the Map or Plat thereof, filed for record in Volume 8, Page 57, Map Records Hidalgo County, Texas.
- C. Easements, rights, rules and regulations in favor of Hidalgo County Irrigation District No. 16 .
- D. Easements or claims of easements which are not a part of the public record.
- E. Oil, Gas and Mineral Lease, together with all rights relative thereto, express or implied, to Hawn Brothers, dated February 13, 1976, filed for record in the Office of the County Clerk of Hidalgo County, Texas in Volume 358, Pages 284, 297, 309, 227, 242, 256 and 271; and Volume 363, Page 354, all in Oil and Gas Lease Records Hidalgo County, Texas.
- F. Oil, Gas and Mineral Lease, together with all rights relative thereto, express or implied, to Gordon Meeks, Trustee, dated July 21, 1977, filed for record in the Office of the County Clerk of Hidalgo County, Texas in Volume 369, Page 104, 109 and 837; Volume 371, Pages 3, 8, 15, 24, 32 and 997, all in the Oil and Gas Lease Records Hidalgo County, Texas.
- G. Oil, Gas and Mineral Lease, together with all rights relative thereto, express or implied, to Atlantic Richfield Company, dated May 10, 1982, filed for record in the Office of the County Clerk of Hidalgo County, Texas in Volume 416, Page 505, 511, 517, 523, 543, 611, 617 and 623, all in the Oil and Gas Lease Records Hidalgo County, Texas; and recorded in Volume 2306, Page 369, Official Records of Hidalgo County, Texas.
- H. Oil, Gas and Mineral Lease, together with all rights relative thereto, express or implied, to TXO Production Corp., dated July 6, 1982, filed for record in the Office of the County Clerk of Hidalgo County, Texas in Volume 416, Page 963, Oil and Gas Lease Records Hidalgo County, Texas; said lease amended by instrument recorded in Volume 2248, Page 322, Official Records of Hidalgo County, Texas.
- I. Memorandum of Lease Option Agreement and Seismic Permit, together with all rights relative thereto, express or implied, from to Coastal Oil & Gas Corporation, dated October 22, 1997, filed for record on January 5, 1998 in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's Document No. 645532. Amendment filed for record in the Office of the County Clerk of Hidalgo County, Texas, on April 19, 1999, under Clerk's File No. 766723.
- J. Memorandum of Geophysical and Lease Option Agreement, together with all rights relative thereto, express or implied, to Coastal Oil and Gas Corporation, dated November 11, 1997, filed for record on January 29, 1998 in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's Document No. 651237, 651238, 651239 and 651240; filed for record on March 30, 1998, in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's Document No. 665657, 665658, 665659 and 665660. Amendment filed for record in the Office of the County Clerk of Hidalgo County, Texas, on

April 19, 1999, under Clerk's File No. 766721 and 766722; and filed for record in the Office of the County Clerk of Hidalgo County, Texas, on April 29, 1999, under Clerk's File No. 769295, 769296, 769297, 769298 and 769299.

- K. Memorandum of Geophysical and Lease Option Agreement, together with all rights relative thereto, express or implied, to Coastal Oil and Gas USA, L.P., dated March 16, 1998, filed for record on June 18, 1998 in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's Document No. 686960, 686961, 686962, 686963 and 686964.
- L. Memorandum of Geophysical and Lease Option Agreement, together with all rights relative thereto, express or implied, to Coastal Oil & Gas USA, L.P., dated October 20, 1998, filed for record on January 15, 1999 in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's Document No. 740582 and 740583 and filed for record in the Office of the County Clerk of Hidalgo County, Texas, on January 26, 1999, under Clerk's File No. 743105.
- M. Memorandum of Geophysical and Lease Option Agreement, together with all rights relative thereto, express or implied, to Coastal Oil & Gas Corporation, dated July 31, 1998, filed for record on March 29, 1999 in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's Document No. 760167.
- N. Memorandum of Geophysical and Lease Option Agreement, together with all rights relative thereto, express or implied, from to Coastal Oil & Gas USA, L.P., dated April 28, 1999, filed for record on April 29, 1999 in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's Document No. 769294.
- O. Oil, Gas and Mineral Lease, together with all rights relative thereto, express or implied, to Coastal Oil & Gas USA, L.P., dated September 13, 1999, filed for record on October 4, 1999 in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's Document No. 811893 and 811894, filed for record in the Office of the County Clerk of Hidalgo County, Texas, on October 26, 1999, under Clerk's File No. 817665 and 817666; filed for record in the Office of the County Clerk of Hidalgo County, Texas, on November 15, 1999, under Clerk's File No. 823049, 823050, 823051, 823052, 823053 and 823054; filed for record in the Office of the County Clerk of Hidalgo County, Texas, on November 23, 1999, under Clerk's File No. 825317, 825318, 825319, 825320, 825321, 825322 and 825323; filed for record in the Office of the County Clerk of Hidalgo County, Texas, on November 30, 1999, under Clerk's File No. 826436; filed for record in the Office of the County Clerk of Hidalgo County, Texas, on December 8, 1999, under Clerk's File No. 829056 and 829058; filed for record in the Office of the County Clerk of Hidalgo County, Texas, on December 15, 1999, under Clerk's File No. 831012 and filed for record in the Office of the County Clerk of Hidalgo County, Texas, on December 20, 1999, under Clerk's File No. 832150.
- P. Oil, Gas and Mineral Lease, together with all rights relative thereto, express or implied, to Coastal Oil & Gas, L.P., dated February 9, 2000, filed for record on February 22, 2000 in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's Document No. 848189 and 848190.
- Q. Terms, conditions, and stipulations as set forth in that certain Declaration of Unit, recorded in Volume 275, Page 665 and Volume 283, Page 190, Oil and Gas Lease Records of Hidalgo County, Texas; Volume 2375, Page 579 and Volume 2375, Page 585, Official Records of Hidalgo County, Texas; and filed for record in the Office of the County Clerk of Hidalgo County, Texas, on May 16, 1997, under Clerk's File No. 599099 and 599100 and filed for record in the Office of the County Clerk of Hidalgo County, Texas, on January 13, 1997, under Clerk's File No. 604531.

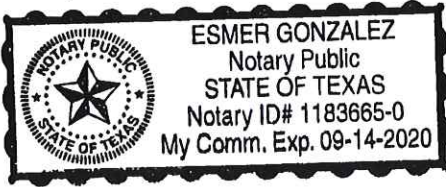
- R. Oil, Gas and Mineral Lease, together with all rights relative thereto, express or implied, to United Oil & Minerals Limited Partnership, dated October 1, 2002, filed for record on October 23, 2002 in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's Document No. 1133711.
- S. Memorandum of Geophysical Permit and Lease Option Agreement, together with all rights relative thereto, express or implied, to Smith Production, Inc., a Texas corporation, dated October 5, 2002, filed for record on October 6, 2003 in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's Document No. 1251791; filed for record in the Office of the County Clerk of Hidalgo County, Texas, on November 20, 2003, under Clerk's File No. 1268849; filed for record in the Office of the County Clerk of Hidalgo County, Texas, on January 9, 2004, under Clerk's File No. 1284322, 1284323, 1284324 and 1284325; filed for record in the Office of the County Clerk of Hidalgo County, Texas, on February 10, 2004, under Clerk's File No. 1296519; filed for record in the Office of the County Clerk of Hidalgo County, Texas, on February 12, 2004, under Clerk's File No. 1297368, 1297369 and 1297370; filed for record in the Office of the County Clerk of Hidalgo County, Texas, on March 19, 2004, under Clerk's File No. 1311653; filed for record in the Office of the County Clerk of Hidalgo County, Texas, on May 5, 2004, under Clerk's File No. 1331472; filed for record in the Office of the County Clerk of Hidalgo County, Texas, on June 9, 2004, under Clerk's File No. 1344971, 1344972 and 1344973; filed for record in the Office of the County Clerk of Hidalgo County, Texas, on June 23, 2004, under Clerk's File No. 1349899; filed for record in the Office of the County Clerk of Hidalgo County, Texas, on June 15, 2005, under Clerk's File No. 1483807.
- T. Terms, conditions, and stipulations as set forth in that certain Declaration of Unit, filed for record in the Office of the County Clerk of Hidalgo County, Texas, on April 6, 2006, under Clerk's File No. 1600108.
- U. Oil, Gas and Mineral Lease, together with all rights relative thereto, express or implied, to Smith Production, Inc., a Texas corporation, dated May 12, 2003, filed for record on July 1, 2003 in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's Document No. 1215807.
- V. Oil, Gas and Mineral Lease, together with all rights relative thereto, express or implied, to Smith Production, Inc., a Texas corporation, dated October 17, 2003, filed for record on January 21, 2004 in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's Document No. 1287963.
- W. Memorandum of Geophysical Permit and Lease Option Agreement, together with all rights relative thereto, express or implied, to Smith Production, Inc., a Texas corporation, dated November 25, 2002, filed for record on July 1, 2003 in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's Document No. 1215806.
- X. Water Rights reserved in Deed dated June 6, 2000, filed for record in the Office of the County Clerk of Hidalgo County, Texas, on July 10, 2000, under Clerk's File No. 886693.
- Y. Reservation of all oil, gas, and other minerals, together with all rights relative thereto, express or implied, reserved to grantor in that certain deed dated June 14, 1952, filed for record in the Office of the County Clerk of Hidalgo County, Texas in Volume 749, Page 173, Deed Records Hidalgo County, Texas, reference to which instrument is made for all intents and purposes.
- Z. Reservation of all oil, gas, and other minerals, together with all rights relative thereto, express or implied, reserved to grantor in that certain deed dated June 6, 2000, filed for record on July 10, 2000 in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's Document No. 886693, reference to which instrument is made for all intents and purposes.



STATE OF TEXAS )

COUNTY OF HIDALGO )

This instrument was acknowledged before me on October 29, 2019, by Thomas P. Wingate Jr. manager of Adelante Group, LLC, a Texas limited liability company, in its capacity as general partner of Adelante Holdings, Ltd, a Texas limited partnership, on behalf of said partnership.



*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

GF#101313 EG  
WINGATE LAW OFFICES, PLLC  
7000 NORTH 10TH STREET  
2ND FLOOR, STE. C5  
McALLEN, TEXAS 78504  
(TITLEDOCS\101313-SWD\ag)

**AFTER RECORDING RETURN TO:**

Pena-Chapa Development, Inc.  
7216 West Expressway 83  
Mission, Texas 78572





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> GALVAN INSURANCE AGENCY, INC PO BOX 715 DONNA, TX 78537	<b>CONTACT NAME:</b> DIANA FLORES or MINNIE RAMOS <b>PHONE (A/C, No, Ext):</b> 956-464-2886 <b>E-MAIL ADDRESS:</b> galvan.insurance@galvaninsuranceagency.com	<b>FAX (A/C, No):</b> 855-329-2633
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> TRIPLE A DUMP TRUCK SERVICE LLC PO BOX 297 MISSION, TX 78572	<b>INSURER A:</b> BERKLEY ASSURANCE COMPANY	
	<b>INSURER B:</b> PROGRESSIVE COUNTY MUTUAL INS CO	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$2500 DEDUCTIBLE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	X	VUMB0194501	03/01/2020	03/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	07787341-2	07/03/2020	07/03/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Personal Injury Prot. \$ 5,000
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATUTORY LIMITS      OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Concrete Construction, Street or Road Paving, Sewer Mains or Connections, Excavation. This is not a dump truck for hire operation. Above policies are endorsed with Blanket Additional Insured and Waiver of Subrogation endorsements. See attached copies.

2007 FREIGHTLINER ST2 # 1FUJBBCV17LZ26104  
 2014 INTERNATIONAL 860 # 1HSHXSJR7EH769277

<b>CERTIFICATE HOLDER</b> County of Hidalgo PLANNING DEPT. 1304 S. 25th St. EDINBURG TX 78542	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE ERNESTO A. GALVAN
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