

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

PERMIT

Hidalgo County Irrigation District No. 2 (“District”), for and in consideration of the betterment of the residents of Hidalgo County Precinct 2 and other agreements contained herein, does hereby grant this Permit to Hidalgo County (“Permittee”) to construct a vehicular roadway bridge (the “Bridge”) across and over District’s irrigation Main Canal located at Las Milpas Road, and pertinent drainage improvements encroachment into the District’s right of way beginning at approximately plan station 154+00 ending at approximately plan station 160+00. The reference plan stations pertain to a proposed roadway section and bar ditch located at approximately 900 feet east of the Main Canal (the “Facility”) in accordance with the plans and specifications labeled Las Milpas Road Project consisting of Plan Sheet No. 3, 61, 98A, 98B, 110 111, 112, 113, 116, 117, 118, 119, 120, 121, 122, 122A, 122B, 122C, 136, 137, and Two Unnumbered Sheets dated April 21, 2022 and Plan Sheets 122B and 122C dated December 27, 2021 (the “Plans”). A copy of such plans and specifications has been delivered to District and acknowledged received by District as evidenced by District’s execution of this Permit herein below.

1. (a) Any changes to the Plans, prior to, during construction, or thereafter, shall be subject to written approval by the District as an amendment to the Permit, including any plans involving District water delivery structures. The District shall approve in writing the selection of the contractor who will do any construction on irrigation structures.
- (b) 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.
- (c) Construction work proposed on the Main Canal embankments shall be performed with care, and shall be scheduled thirty (30) days with the District prior to its commencement. Unless extended by mutual written agreement as an amendment to the Permit, construction activities shall commence within 2 months after the date hereof and be completed within 8 months after commencement of construction or this Permit shall be deemed void and ineffective.
- (d) Construction shall be conducted without interfering with the District’s Canal operation. Work to be conducted within the Facilities and District Canal right of way shall be coordinated with the District thirty (30) days prior to taking place. District reserves the right to reject or decide on postponing any construction or maintenance activities that may interfere with the Canal operation or pose a negative impact on the District’s operation of the Facility.
- (e) Drainage from the Bridge shall be constructed and maintained so as to be directed away from the District’s Canal and respective embankments in its Canal right of way.
- (f) Bridge abutments shall be constructed, and thereafter maintained with sufficient clearance for the District’s maintenance of its facilities and access to its Facilities. The

bridge girder beams shall provide a minimum of two (2) feet clearance over the District's operational water surface elevation.

(g) Reinforced concrete pipe proposed for irrigation water shall consist of pipe manufactured to meet ASTM C 361 Standard Specifications for Reinforced Concrete Low Head Pressure Pipe. The design engineer is responsible for specifying the pipe's structural classification.

(h) PVC pipe proposed for irrigation water shall be manufactured to meet ASTM D2241 ANNEX Specification for Pressure Rated PIP SDR-51(80) psi pipe made with integral bell with gasket for sealing meeting ASTM F477 and ASTM D3139 Standard Specifications. PVC pipe shall be bedded and haunched with ASTM D2321 Class III granular material or higher quality material.

(i) All irrigation pipe shall be installed with 36" cover.

(j) Reinforced concrete pipe proposed for casing shall be extended two (2) feet outside the road right-of-way. R.C.P. casing shall be manufactured to conform to either ASTM C 76 or ASTM C 361 Standard Specifications. The design engineer is responsible for specifying the pipe casing's structural classification (Class Type). Pipe spacers shall be specified to provide support for the carrier pipe. Pipe spacers shall be installed per manufacturer recommendations. Casing ends shall be capped using rubber flexible seals.

(k) Steel pipe proposed for casing shall be extended two (2) feet outside the road right-of-way. Steel casing shall be manufactured to conform to either ASTM A53-B, or ASTM A139-B, or ASTM A253-Grades 2 and 3, and/or ASTM A500 Grade B and C Standard Specifications for new steel casing. The steel casing shall be manufactured to meet a 3/8 of an inch nominal steel thickness or thicker gage. The design engineer is responsible to enlarge the casing's nominal thickness as deem necessary to meet the project design loads, but in no case the nominal thickness shall be reduced below 3/8 of an inch. Pipe spacers shall be specified to provide support for the carrier pipe. Pipe spacers shall be installed per manufacturer recommendations. Casing ends shall be capped using rubber flexible seals.

(l) The District will reserve the right to require vented connections at elevated system points.

2. 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 and the maintenance and access roadway shall be graded to drain away towards the exterior crown of the Facility. These conditions shall be maintained by the Permittee after construction of the Facility is completed.
3. 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.
4. At all times during the term of this Permit, Permittee shall assume and bear all of the costs and liability of protective measures which are necessary to safeguard the general public using the Bridge and to maintain the Bridge in a good and safe condition and shall comply with all federal, state and local laws, rules, regulations, and ordinances applicable

to its use of the Bridge. District shall have no responsibility with regard to such measures, unless they interfere with the use of the Facility. Without limiting the foregoing, Permittee shall obtain any permits required for the Bridge prior to commencing its use and shall at all times comply with the requirements of such permits.

5. 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.
6. Permittee agrees to reimburse District any reasonable 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 inspection, engineering and attorney fees, incurred by District in connection with granting and supervision of this Permit.
7. In the event Permittee, its employees, contractors or third parties damage any of the Facility or repairs are otherwise required, Permittee shall arrange for the repair or replacement of the Facility, which is necessary to place the Facility in a condition as it was prior to such damages or other conditions requiring repair within thirty (30) days unless extended by agreement of the parties. If such repairs or replacement are not done, then Permittee, agrees to pay District its reasonable costs of making such repairs or replacement.
8. Permittee, by the acceptance hereof, agrees to exercise its rights under this Permit so that there are no interruptions of water delivery by District to its customers, unless District and Permittee reach a written agreement modifying this provision.
9. District reserves the right to fully use and enjoy the Facility subject only to the terms and conditions of this Permit.
10. A Permit fee of \$31,484.00 is payable on the effective date of this Permit and before delivery of this Permit by District to Permittee.
11. Permittee shall not assign its rights under this Permit or grant any other use with respect to all or any portion of the Bridge without the prior written consent of District. Any occupancy or use arrangement, assignment or sublease made without the prior written consent of District shall be null and void.
12. The Permit, or the use of the Facility for the Bridge or otherwise, shall not be construed to confer any interest or estate of any kind whatsoever in the Facility to Permittee or to create a partnership or joint venture between District and Permittee.
13. Upon termination of this Permit, Permittee shall, at its expense, remove the Bridge leaving the Facility in a condition as it existed prior to the construction of the Bridge within thirty (30) days following the termination of this Permit unless extended by agreement of the parties, and if the Bridge is not so removed, then Permittee agrees to pay to District its reasonable costs of removing the Bridge.
14. It shall be a default by Permittee under this Permit if Permittee fails to comply with any term, provision, condition, or covenant of this Permit. Upon the occurrence of such default, District shall have the option to:
 - a. Proceed to cure such failure and Permittee shall immediately reimburse District for the costs thereof upon demand;
 - b. Terminate the Permit by giving notice of such termination to Permittee, in which event Permittee shall remove the Bridge as provided in Paragraph 13 upon

termination of the Permit and immediately surrender this Permit to District and the parties shall have no further obligations under this Permit (except for those obligations that survive the termination or expiration of the Permit); or

c. Exercise any remedies that may be available to it at law or in equity.

15. Except as may be otherwise specifically provided in this Permit, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to District: Hidalgo County Irrigation District No. 2
PO Box 6
San Juan, Texas 78589

If to Permittee: County of Hidalgo
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

This Permit shall expire and terminate 365 calendar days following cessation of use of the Bridge by Permittee.

This Permit shall become effective on this _____ day of _____, 2022.

PERMITTEE:

HIDALGO COUNTY, TEXAS

By: _____
Richard F. Cortez, County Judge

ATTEST

By: _____
Arturo Guajardo, Jr., County Clerk

DISTRICT:

HIDALGO COUNTY IRRIGATION DISTRICT
NO. 2

By: _____
Frank John Schuster, President
Board of Directors